



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, April 14, 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 MARCH 24, 2015

1. [15-266](#) APPROVAL OF THE MINUTES OF MARCH 24, 2015
Presented by: Pamela Hanna, City Clerk
Attachments: [Meeting Minutes of March 24, 2015](#)

PROCLAMATIONS AND AWARDS

2. [15-209](#) PROCLAIM APRIL 2015 AS ENVIRONMENTAL AWARENESS MONTH
Staff Contact: Craig Johnson, P.E., Director, Water Services
Accepted By: Mr. Bill Shepard and Ms. Candy Shepard, Sahuaro Ranch Park Volunteers
Accepted By: Ms. Deborah Coy, City of Glendale Recycling Coordinator
Accepted By: Ms. Rachel Burnett, ASU Student and City of Glendale Environmental Resources Intern

3. [15-228](#) PROCLAIM APRIL 12 – 18, 2015 AS NATIONAL LIBRARY WEEK
Staff Contact: Michael Beck, Chief Librarian, City of Glendale
Accepted By: Ms. Karen Aborne, Chair, Library Advisory Board
Accepted By: Michael Beck, Chief Librarian, City of Glendale

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.

4. [15-214](#) APPROVE SPECIAL EVENT LIQUOR LICENSE, ASSYRIAN CHURCH OF THE EAST
Staff Contact: Susan Matousek, Revenue Administrator
Attachments: [Application](#)
 [Calls for Service](#)
5. [15-215](#) APPROVE SPECIAL EVENT LIQUOR LICENSE, USUAL SUSPECTS LEMC
Staff Contact: Susan Matousek, Revenue Administrator
Attachments: [Application](#)
 [Calls for Service](#)
6. [15-216](#) APPROVE LIQUOR LICENSE NO. 5-15657, CHINA RAINBOW
Staff Contact: Susan Matousek, Revenue Administrator
Attachments: [Map](#)
 [Calls for Service](#)
7. [15-217](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH KELLY SERVICES, INC.
Staff Contact: Tom Duensing, Director, Finance and Technology
Attachments: [State Contract ADSPO13-043962](#)
 [Linking Agreement - Kelly Services](#)
8. [15-235](#) AUTHORIZATION TO APPROVE THE RENEWAL OF AN ANNUAL ICAPTURE SOFTWARE LICENSE SUPPORT AGREEMENT WITH IMPRESSION TECHNOLOGY, INC.
Staff Contact: Tom Duensing, Director, Finance and Technology
Attachments: [Agreement C-7133-4.pdf](#)
 [Impression Tech C7133 & C7133-1](#)
9. [15-248](#) APPROVAL CONFIRMATION OF AN EMERGENCY PURCHASE FROM TITAN POWER, INC.
Staff Contact: Tom Duensing, Director, Finance and Technology
Attachments: [Invoice 19243 - Titan Power, Inc.](#)
10. [15-208](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH TRANS

WEST ANALYTICAL SERVICES, LLC FOR LABORATORY SERVICES
UTILIZING A MARICOPA COUNTY COOPERATIVE PURCHASING CONTRACT
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: [TransWest Analytical Linking Agreement.pdf](#)

11. [15-210](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH SELLERS AND SONS, INC. FOR WATER LINE VALVE AND FIRE HYDRANT REPLACEMENT
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: [Revised Fire Hydrant & Valve Contract.pdf](#)
[Fire Hydrant and Valve Replacement Project - Bid Tab.pdf](#)

12. [15-218](#) AUTHORIZATION FOR THE PURCHASE OF A SERVICE TRUCK FROM MIDWAY CHEVROLET FOR THE GLENDALE MUNICIPAL LANDFILL
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Bid Tab Midway Chevrolet](#)

13. [15-219](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH STRUCTURAL GRACE, INC. FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE BRIDGE REPAIR PROGRAM
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [PSA-Structural Grace](#)

14. [15-220](#) AWARD OF BID 15-52 TO SOUTHWEST FABRICATION, L.L.C., FOR STREETLIGHT POLES AND ARMS
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Southwest Fabrication Agreement - Signed](#)
[150212 Bid Tabulation Sheet signed](#)

15. [15-226](#) AUTHORIZATION TO ENTER INTO AMENDMENT NUMBER ONE OF AN AGREEMENT WITH HEINFELD, MEECH & CO., P.C. FOR THE PERFORMANCE AUDIT OF THE GO TRANSPORTATION PROGRAM
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Contract Amendment](#)

16. [15-251](#) AUTHORIZATION TO ENTER INTO AN AMENDMENT TO THE GLENDALE WESTGATE LODGING INVESTORS II, LLC GROUND LEASE AGREEMENT
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [GWLII Agreement - Signed](#)

17. [15-092](#) AUTHORIZATION TO AMEND CONTRACT C-8820 WITH INSIGHT PUBLIC SECTOR, INC.
Staff Contact: Tom Duensing, Director, Finance and Technology

Attachments: [Insight Contract Amendment C-8820-1](#)
[Insight Contract C-8820](#)
[State Contract ADSPO12-024652 Insight Public Sector](#)

Legislative History

1/27/15	City Council	tabled
3/3/15	City Council Workshop	tabled
3/24/15	City Council	referred to the City Council Workshop

18. [15-192](#) AUTHORIZATION TO AMEND CONTRACT C-8671 WITH INSIGHT PUBLIC SECTOR, INC.
 Staff Contact: Tom Duensing, Director, Finance and Technology

Attachments: [Insight Contract Amendment C-8671-1](#)
[C-8671 Insight Linking Agreement](#)
[State Contract 4400001195 Insight Public Sector](#)

Legislative History

3/24/15	City Council	referred to the City Council Workshop
---------	--------------	---------------------------------------

CONSENT RESOLUTIONS

19. [15-221](#) AUTHORIZATION OF A LICENSE AGREEMENT FOR VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A MONOPALM CELL TOWER AT PYRAMID PEAK WATER TREATMENT PLANT ON CITY PROPERTY
 Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Resolution 4936](#)
[Attachment-Standardized Fees for Site License Agreements](#)
[VAW License-PPWTP](#)

20. [15-222](#) AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN PUBLIC RIGHT-OF-WAY AT 6626 WEST GREENWAY ROAD
 Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Resolution 4937](#)
[Attachment-Standardized Fees for Distributed Antenna System](#)
[VAW License-Greenway](#)

21. [15-227](#) AUTHORIZATION TO ENTER INTO AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE GRAND CANAL MULTIUSE PATHWAY
 Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Resolution 4938](#)
[Amendment One-Grand Canal IGA](#)

22. [15-234](#) AUTHORIZATION TO ENTER INTO A TEMPORARY PARKING AGREEMENT WITH THE NEW WESTGATE, LLC FOR THE USE OF WESTGATE FINAL PLAT, LOT 5
Staff Contact: Jack Friedline, Director, Public Works
Attachments: [Resolution 4939](#)
[The New Westgate Agreement](#)
23. [15-230](#) AUTHORIZATION TO AMEND AND EXTEND AGREEMENT C-8437-1 FOR THE NEIGHBORHOOD STABILIZATION PROGRAM AND RATIFICATION OF EXPENDITURES WITH HABITAT FOR HUMANITY CENTRAL ARIZONA
Staff Contact: Erik Strunk, Director, Community Services
Attachments: [Resolution 4940](#)
[NSP 1 amendment - signed](#)
24. [15-231](#) AUTHORIZATION TO AMEND AND EXTEND AGREEMENT C-8524-1 FOR NEIGHBORHOOD STABILIZATION PROGRAM 3 AND RATIFICATION OF EXPENDITURES WITH HABITAT FOR HUMANITY CENTRAL ARIZONA
Staff Contact: Erik Strunk, Director, Community Services
Attachments: [Resolution 4941](#)
[NSP 3 amendment - signed](#)
25. [15-233](#) INCLUDE THE POSTING OF COLORS AT COUNCIL VOTING MEETINGS
Staff Contact: Brent Stoddard, Director, Intergovernmental Programs
Attachments: [Resolution 4942](#)
[Council Meeting Rules and Procedures - Posting of Colors Amendment](#)
26. [15-237](#) AUTHORIZATION TO RECLASSIFY INTER-FUND ADVANCE TO INTERFUND TRANSFER
Staff Contact: Tom Duensing, Director, Finance and Technology
Attachments: [Resolution 4943](#)
27. [15-247](#) AUTHORIZATION TO PAY THE REMAINING BALANCE AND EXECUTE ALL DOCUMENTS NECESSARY TO END A LEASE PURCHASE-BACK AGREEMENT OF CITY PROPERTY WITH BANC OF AMERICA LEASING
Staff Contact: Tom Duensing, Director, Finance and Technology
Attachments: [Resolution 4944](#)
28. [15-242](#) AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE SYSTEMATIC IMPROVEMENT OF CRASH DATA PROJECT
Staff Contact: Debora Black, Police Chief
Attachments: [Resolution 4945](#)
[Agreement - IGA with ADOT](#)
29. [15-244](#) AUTHORIZATION TO ENTER INTO GRANT AGREEMENT HT-15-2537 WITH

THE CITY OF TUCSON FOR THE HIGH INTENSITY DRUG TRAFFICKING AREA AND ACCEPT FUNDS FOR USE WITH THE ARIZONA WARRANT APPREHENSION NETWORK AND TACTICAL ENFORCEMENT DETAIL
Staff Contact: Debora Black, Police Chief

Attachments: [Resolution 4946](#)
[Agreement - HIDTA AZWANTED HT-15-2537](#)

30. [15-245](#) AUTHORIZATION TO ENTER INTO GRANT AGREEMENT HT-15-2538 WITH THE CITY OF TUCSON FOR THE HIGH INTENSITY DRUG TRAFFICKING AREA AND ACCEPT FUNDS FOR USE WITH THE WEST VALLEY DRUG ENFORCEMENT TASK FORCE
Staff Contact: Debora Black, Police Chief

Attachments: [Resolution 4947](#)
[Agreement - HIDTA WVDETF HT-15-2538](#)

PUBLIC HEARING - LAND DEVELOPMENT ACTIONS

31. [15-229](#) REZONING (ZON) APPLICATION ZON14-04 (ORDINANCE): CARMEL ESTATES - 19268 NORTH 54TH AVENUE (PUBLIC HEARING REQUIRED)
Staff Contact: Tabitha Perry, Assistant Planning Director

Attachments: [Ordinance 2933 with exhibits.pdf](#)
[2014-12-02 Carmel Estates Narrative PRD Amend portrait](#)
[ZON14-04 CP Final Report](#)
[ZON14-04 Emails](#)
[ZON14-04](#)
[ZON14-04a](#)

32. [15-232](#) REZONING (ZON) APPLICATION ZON15-02 (ORDINANCE): PARKSIDE SUBDIVISION - 7225 NORTH 77TH LANE (PUBLIC HEARING REQUIRED)
Staff Contact: Tabitha Perry, Assistant Planning Director

Attachments: [Ordinance 2934 with exhibits.pdf](#)
[Narrative](#)
[Site Plan](#)
[CP Final Report](#)
[Emails](#)
[ZON15-02](#)
[ZON15-02a](#)

ORDINANCES

33. [15-223](#) SALT RIVER PROJECT POWER DISTRIBUTION EASEMENT AT 7691 NORTH 99TH AVENUE
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Ordinance 2935 with exhibits.pdf](#)
[SRP Easement-99th Ave](#)
[Map-SRP Easement-99th Ave](#)

34. [15-224](#) SALT RIVER PROJECT POWER DISTRIBUTION EASEMENT AT 9802 WEST BETHANY HOME ROAD
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Ordinance 2936 with exhibits.pdf](#)
[SRP Easement-Bethany](#)
[Map-SRP Easement-Bethany](#)

NEW BUSINESS

35. [15-274](#) CONSIDERATION AND ACTION TO DIRECT THE CITY ATTORNEY IN ACCORDANCE WITH THE INSTRUCTION PROVIDED BY THE CITY COUNCIL TO THE CITY ATTORNEY AT THE APRIL 7, 2015 EXECUTIVE SESSION
Staff Contact: Michael D. Bailey, City Attorney

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)).



City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Legislation Description

File #: 15-266, **Version:** 1

APPROVAL OF THE MINUTES OF MARCH 24, 2015

Presented by: Pamela Hanna, City Clerk

City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301



Meeting Minutes - Draft

Tuesday, March 24, 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, Vice Mayor Ian Hugh, Councilmember Jamie Aldama, Councilmember Samuel Chavira, Councilmember Gary Sherwood, Councilmember Lauren Tolmachoff, and Councilmember Bart Turner

Also present were Richard Bowers, Acting 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**PRAYER/INVOCATION**

Pastor Jacob Jester from Compel Church offered the invocation.

APPROVAL OF THE MINUTES OF FEBRUARY 17, 2015 AND FEBRUARY 24, 2015

1. **15-200** APPROVAL OF THE MINUTES OF SPECIAL VOTING MEETING OF FEBRUARY 17, 2015 AND VOTING MEETING OF FEBRUARY 24, 2015
Staff Contact: Pamela Hanna, City Clerk

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

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

BOARDS, COMMISSIONS AND OTHER BODIES

2. **15-195** BOARDS, COMMISSIONS & OTHER BODIES
Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS AND OTHER BODIES

A motion was made by Vice Mayor Hugh, seconded by Councilmember Sherwood, to approve the appointments to the boards and commissions. The motion carried by the following vote:

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

PROCLAMATIONS AND AWARDS

3. **15-182** PROCLAIM APRIL 2015 AS WATER AWARENESS MONTH
Staff Contact: Craig Johnson, P.E., Director, Water Services
Accepted by: Ms. Isys Leon, Melvin E. Sine School
Accepted by: Ms. Julia Philbrick, Kachina Elementary School
Accepted by: Ms. Anne Stahley, City of Glendale Water Conservation

Specialist

Mayor Weiers presented the Proclamation.

- 4. 15-193** PROCLAIM APRIL 2015 AS SEXUAL ASSAULT AWARENESS MONTH IN THE CITY OF GLENDALE AND PARTICIPATE IN THE "START BY BELIEVING" PUBLIC AWARENESS CAMPAIGN
Staff Contact: Debora Black, Police Chief
Accepted By: Ms. Kim Hedrick
Accepted By: Ms. Tiffany Sarmiento
Accepted By: Ms. Tara Stall

Mayor Weiers presented the Proclamation.

- 37. 15-204** SWEARING IN OF PRESIDING CITY JUDGE ELIZABETH FINN AND CITY JUDGE MANUEL DELGADO
Staff Contact: Office of the Mayor

Mayor Weiers issued the oath of office for Judge Finn and Judge Delgado.

Bill Demski, a Sahuaro resident, spoke about Judge Finn's salary and the pension obtained by a former city manager. He also spoke about the pension received by retiring Fire Chief Burdick. He spoke about the number of Arizonans living in poverty. He said something has to be done about the large pensions received by public employees. He spoke about the disparity in pensions between firefighters and other employees.

CONSENT AGENDA

Mr. Richard Bowers, Acting City Manager, read agenda item numbers 5 through 24.

Ms. Pamela Hanna, City Clerk, read consent agenda resolution item numbers 25 through 34 by number and title.

- 5. 15-158** APPROVE SPECIAL EVENT LIQUOR LICENSE, ST. THOMAS MORE PARISH
Staff Contact: Susan Matousek, Revenue Administrator
This agenda item was approved.
- 6. 15-159** APPROVE SPECIAL EVENT LIQUOR LICENSE, KNIGHTS OF COLUMBUS, ST. JOSEPH ASSEMBLY #2126
Staff Contact: Susan Matousek, Revenue Administrator
This agenda item was approved.
- 7. 15-160** APPROVE SPECIAL EVENT LIQUOR LICENSE, DESERT STAGES
Staff Contact: Susan Matousek, Revenue Administrator
This agenda item was approved.
- 8. 15-161** APPROVE SPECIAL EVENT LIQUOR LICENSE, ARIZONA COYOTES FOUNDATION

Staff Contact: Susan Matousek, Revenue Administrator

Andrew Marwick, a Phoenix resident, spoke about Item 8, and said the charities looked to be valuable for the community. He said this money is being raised by non-residents of Glendale and there doesn't seem to be a focus for returning this money to Glendale. He also spoke about some charities from south Phoenix that were doing good work. He asked what could be done for the youth of Glendale with the money the city is paying for the Coyotes.

This agenda item was approved.

9. 15-162 APPROVE SPECIAL EVENT LIQUOR LICENSE, ASSYRIAN CHURCH OF THE EAST

Staff Contact: Susan Matousek, Revenue Administrator

This agenda item was approved.

10. 15-163 APPROVE LIQUOR LICENSE NO. 5-15843, POMO PIZZERIA NAPOLETANA

Staff Contact: Susan Matousek, Revenue Administrator

This agenda item was approved.

11. 15-164 APPROVE LIQUOR LICENSE NO. 5-15710, THE NEST

Staff Contact: Susan Matousek, Revenue Administrator

This agenda item was approved.

12. 15-165 APPROVE LIQUOR LICENSE NO. 5-15983, THE GLASS HOUSE

Staff Contact: Susan Matousek, Revenue Administrator

This agenda item was approved.

13. 15-149 AUTHORIZATION FOR A CONTRACT AMENDMENT WITH BANK OF AMERICA

Staff Contact: Tom Duensing, Director, Finance and Technology

Andrew Marwick, a Phoenix resident, spoke about Item 24, and spoke about the condition and age of the Velma Teague Library. He said he was not sure how much could be done to improve the building with the available funds. He spoke about other locations where libraries could be built in the southern portion of Glendale.

This agenda item was approved.

14. 15-190 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH BLACK BOX NETWORK SERVICES

Staff Contact: Tom Duensing, Director, Finance and Technology

This agenda item was approved.

15. 15-191 AUTHORIZATION FOR THE EXPENDITURE OF FUNDS WITH SHI INTERNATIONAL CORP.

Staff Contact: Tom Duensing, Director, Finance and Technology

This agenda item was approved.

16. 15-118 AUTHORIZATION TO EXTEND AGREEMENT TERMS AND APPROVE EXPENDITURE OF FUNDS FOR THE PURCHASE OF EQUIPMENT, REPAIRS AND MAINTENANCE FROM JAMES, COOKE AND HOBSON INC.
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

17. 15-156 AUTHORIZATION TO AWARD A BID AND ENTER INTO A CONSTRUCTION AGREEMENT WITH TSG CONSTRUCTORS, L.L.C. FOR RENOVATIONS AT THE NEW GLENDALE FAMILY ADVOCACY CENTER LOCATION
Staff Contact: Debora Black, Police Chief

This agenda item was approved.

18. 15-166 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH HORIZON DISTRIBUTORS, INC. FOR PLUMBING AND IRRIGATION SUPPLIES FOR CITY RIGHT OF WAYS AND PARKS MAINTENANCE
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

19. 15-168 AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH SOUTHWEST SLURRY SEAL, INC., FOR THE PAVEMENT SLURRY SEAL-PHASE ONE
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

20. 15-173 AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH W.W. WILLIAMS COMPANY FOR THE COOPERATIVE PURCHASE OF ORIGINAL EQUIPMENT MANUFACTURER REPLACEMENT PARTS AND SERVICE FOR HEAVY DUTY EQUIPMENT
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

21. 15-174 AUTHORIZATION TO CONVEY A DRAINAGE EASEMENT AND DEDICATE RIGHT-OF-WAY TO THE CITY OF GLENDALE
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

22. 15-189 EXPENDITURE AUTHORITY FOR PAYMENT OF FEES TO CONTINUE PARTICIPATION IN THE REGIONAL WIRELESS COOPERATIVE
Staff Contact: Mark Burdick, Fire Chief

This agenda item was approved.

23. 15-194 POSITION RECLASSIFICATIONS
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

This agenda item was approved.

24. 15-201 AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH MCKENNA CONTRACTING FOR THE RENOVATION OF VELMA TEAGUE LIBRARY
Staff Contact: Erik Strunk, Director, Community Services

This agenda item was approved.

CONSENT RESOLUTIONS

25. 15-169 AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN PUBLIC RIGHT-OF-WAY AT 7977 NORTH 44TH DRIVE
Staff Contact: Jack Friedline, Director, Public Works

RESOLUTION NO. 4926 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 CITY MANAGER TO EXECUTE A COMMUNICATIONS SITE LICENSE WITH VERIZON WIRELESS LLC, DBA VERIZON WIRELESS FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF A SMALL CELL WIRELESS COMMUNICATIONS FACILITY LOCATED WITHIN PUBLIC RIGHT-OF-WAY AT 7977 NORTH 44TH DRIVE IN GLENDALE, ARIZONA.

This agenda item was approved.

26. 15-172 AUTHORIZATION OF A WI-FI SITE LICENSE AGREEMENT WITH SALT RIVER PROJECT FOR THE INSTALLATION OF A WIRELESS GRID AT VARIOUS LOCATIONS WITHIN PUBLIC RIGHT-OF-WAY
Staff Contact: Jack Friedline, Director, Public Works

RESOLUTION NO. 4927 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 CITY MANAGER TO EXECUTE A WI-FI SITE LICENSE AGREEMENT FOR SRP IN CITY'S RIGHT-OF-WAY FOR SEVERAL LOCATIONS WITHIN GLENDALE, ARIZONA.

This agenda item was approved.

27. 15-175 AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR DESIGN AND CONSTRUCTION OF A HIGH-INTENSITY ACTIVATED CROSSWALK BEACON AT 65TH AVENUE AND BETHANY HOME ROAD

Staff Contact: Jack Friedline, Director, Public Works

RESOLUTION NO. 4928 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 AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 14-0004839-I) FOR THE HIGH INTENSITY ACTIVATED CROSSWALK (HAWK) PROJECT IN THE CITY OF GLENDALE.

This agenda item was approved.

- 28. 15-186** AUTHORIZATION TO ACCEPT THE 2013 REALLOCATION GRANT FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY (AZDOHS) – UNIFIED COMMAND SITUATIONAL ROOM SERVER UPDATE # 130810-04

Staff Contact: Mark Burdick, Fire Chief

RESOLUTION NO. 4929 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 ACCEPTANCE OF FFY 2013 HOMELAND SECURITY GRANT PROGRAM AWARD-REALLOCATION FROM THE STATE OF ARIZONA, ARIZONA DEPARTMENT OF HOMELAND SECURITY, IN THE APPROXIMATE AMOUNT OF \$19,317 (NINETEEN THOUSAND, THREE HUNDRED, SEVENTEEN DOLLARS) FUNDED UNDER THE URBAN AREA SECURITY INITIATIVE FOR THE UNIFIED COMMAND SITUATIONAL ROOM SERVER UPDATE ON BEHALF OF THE GLENDALE FIRE DEPARTMENT.

This agenda item was approved.

- 29. 15-187** AUTHORIZATION TO ACCEPT THE 2013 REALLOCATED GRANT FUNDS FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY – RRT SUSTAINMENT GRANT #130810-03

Staff Contact: Mark Burdick, Fire Chief

RESOLUTION NO. 4930 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 ACCEPTANCE AND EXPENDITURE OF FFY 2013 HOMELAND SECURITY PROGRAM AWARD-REALLOCATION FROM THE STATE OF ARIZONA, ARIZONA DEPARTMENT OF HOMELAND SECURITY, IN THE APPROXIMATE AMOUNT OF \$12,391 (TWELVE THOUSAND, THREE HUNDRED NINETY-ONE DOLLARS) FUNDED UNDER THE URBAN AREA SECURITY INITIATIVE FOR PROJECT ENTITLED "GLENDALE FIRE RRT-METER LICENSING AND MAINTENANCE" ON BEHALF OF THE GLENDALE FIRE DEPARTMENT.

This agenda item was approved.

- 30. 15-188** AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF PHOENIX TO PARTICIPATE IN A REGIONAL ASSISTANCE TO FIREFIGHTERS GRANT

Staff Contact: Mark Burdick, Fire Chief

RESOLUTION NO. 4931 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 WITH THE CITY OF PHOENIX ADMINISTERED BY ITS FIRE DEPARTMENT FOR INCIDENT SAFETY OFFICER SYSTEM (ISOS) TRAINING FOR GLENDALE FIREFIGHTERS.

This agenda item was approved.

31. 15-197 INTERGOVERNMENTAL AGREEMENT WITH ARIZONA GAME AND FISH DEPARTMENT

Staff Contact: Erik Strunk, Director, Community Services

RESOLUTION NO. 4932 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 AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA GAME AND FISH COMMISSION FOR THE COMMUNITY FISHING PROGRAM.

This agenda item was approved.

32. 15-198 RESOLUTION APPROVING THE 2015 PUBLIC HOUSING AGENCY FIVE YEAR AND ANNUAL PLAN

Staff Contact: Erik Strunk, Director, Community Services

RESOLUTION NO. 4933 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING THE CITY OF GLENDALE'S 2015 PUBLIC HOUSING AGENCY PLAN AND AUTHORIZING THE SUBMISSION OF THE 2015 PUBLIC HOUSING PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

This agenda item was approved.

33. 15-199 RESOLUTION APPROVING THE CAPITAL FUND ANNUAL STATEMENT/PERFORMANCE AND EVALUATION REPORT FOR FEDERAL FISCAL YEAR 2015 AND THE UPDATED CAPITAL FUND FIVE-YEAR ACTION PLAN FOR FEDERAL FISCAL YEARS 2015-2019

Staff Contact: Erik Strunk, Director, Community Services

RESOLUTION NO. 4934 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING SUBMISSION OF THE PUBLIC HOUSING AUTHORITY CAPITAL FUND ANNUAL STATEMENT/PERFORMANCE AND EVALUATION REPORT FOR FEDERAL FISCAL YEAR 2015 AND THE UPDATED CAPITAL FUND FIVE-YEAR ACTION PLAN FOR FEDERAL FISCAL YEARS 2015-2019 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

This agenda item was approved.

34. 15-202 RESOLUTION SUPPORTING THE ARIZONA DEPARTMENT OF THE AMERICAN LEGION IN ITS MISSION TO IMPROVE THE TECHNOLOGY INFRASTRUCTURE OF THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS

Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

RESOLUTION NO. 4935 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, SUPPORTING THE AMERICAN LEGION DEPARTMENT OF ARIZONA'S RESOLUTION SUPPORTING EFFORTS TO IMPROVE WORKFLOW AT THE PHOENIX VETERANS AFFAIRS HOSPITAL AND BENEFITS FACILITIES AND ALSO CALLING ON CONGRESS TO ENACT LEGISLATION FOR THE AUTOMATIC ENROLLMENT OF FORMER SERVICE MEMBERS IN THE VETERANS AFFAIRS PATIENT ENROLLMENT SYSTEM.

This agenda item was approved.

Approval of the Consent Agenda

A motion was made by Chavira, seconded by Sherwood, to approve the recommended actions on Consent Agenda Item Numbers 1 through The motion carried by the following vote:

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

BIDS AND CONTRACTS

- 35. 15-092** AUTHORIZATION TO AMEND CONTRACT C-8820 WITH INSIGHT PUBLIC SECTOR, INC.
Staff Contact: Tom Duensing, Director, Finance and Technology
This agenda item was referred to the City Council Workshop
- 36. 15-192** AUTHORIZATION TO AMEND CONTRACT C-8671 WITH INSIGHT PUBLIC SECTOR, INC.
Staff Contact: Tom Duensing, Director, Finance and Technology
This agenda item was referred to the City Council Workshop

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

It was moved by Vice Mayor Hugh, seconded by Councilmember Chavira, to hold the next regularly scheduled City Council workshop on Tuesday, April 7, 2015 at 1:30 p.m. in Room B-3 of the City Council Chambers, to be followed by an executive session pursuant to ARS 38-341.03.

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

CITIZEN COMMENTS

Cherlynn Berry, a Saguaro resident, thanked everyone for helping to reach their goal of getting bullet proof vests for the police canines. She also spoke about her struggles in obtaining permits to hold a fundraiser. She contacted other cities to learn about their procedures were for these type of events. She asked the Council to consider a smoother process.

Andrew Marwick, a Phoenix resident, said the city should look at the payments they have to make in about a week. He also spoke about the South Mountain Freeway and said

the city of Glendale will not benefit at all from this project. He said this project will do nothing to relieve the traffic congestion in that area.

James Deibler, a Phoenix resident, thanked Councilmember Turner for taking the students to a baseball game. He said the city needs an Ikea in Westgate to help bring jobs and tax revenue to the area. He also asked about increasing bus service to assist students riding the bus every day.

Bill Demski, a Sahuaro resident, spoke about the superintendent of the Peoria Unified School District and how much money he makes per year. He spoke about the number of city employees who make more money than the school superintendent. He spoke about employee raises, the condition of city streets and pension benefits. He said something has to be done to correct the situation.

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Aldama said he has mobile office hours on April 6, 2015 at the Harold W. Smith School library. Councilmember Aldama said the parks and recreation staff has continued their relationship with the Fish and Game Department. He said he was happy to hear about the upgrades to Velma Teague Library.

Councilmember Chavira thanked everyone who participates in the boards and commissions and encouraged others to lend a hand.

Councilmember Tolmachoff announced her first district meeting on April 8, 2015 at 6:30 pm at Legend Springs Elementary School. She said there is a shred event, partnering with the Police Department on April 11, 2015 at 8 am to 11 am, or until the trucks are full.

Councilmember Turner sent compliments to the Parks and Recreation staff for their work at the Folk Festival at Sahuaro Ranch Park. He was pleased to host the exceptional students club at the baseball game at Camelback Ranch.

Mayor Weiers recognized Troop 624 who attended the meeting.

CALL TO ENTER INTO AN EXECUTIVE SESSION

The Council moved into Executive Session at 7:15 p.m.

ADJOURNMENT



Legislation Description

File #: 15-209, Version: 1

PROCLAIM APRIL 2015 AS ENVIRONMENTAL AWARENESS MONTH

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

Accepted By: Mr. Bill Shepard and Ms. Candy Shepard, Sahuaro Ranch Park Volunteers

Accepted By: Ms. Deborah Coy, City of Glendale Recycling Coordinator

Accepted By: Ms. Rachel Burnett, ASU Student and City of Glendale Environmental Resources Intern

Purpose and Recommended Action

This is a request for the City Council to recognize various activities planned throughout the months of March and April 2015 to celebrate the City's efforts to promote environmental awareness. This proclamation will be accepted by Bill and Candy Shepard, Sahuaro Ranch Park volunteers; Deborah Coy, City of Glendale Recycling Coordinator; Rachel Burnett, ASU student and City of Glendale Environmental Resources intern.

Background

Glendale strives to provide meaningful services and programs to encourage its residents and visitors to be aware and sensitive to the environment. Examples include the city's curb-side recycling program; environmental services that provide outreach on low-water use and energy conservation techniques; maintaining water quality and monitoring air quality; encouraging the use of alternative modes of transportation; active and vibrant bicycle path and trails; and enhancements to city parks such as solar lighting and low-water use landscaping.

In celebration of these services, a series of public events have been planned to occur in Glendale throughout the months of March and April 2015. For example, the City provided household hazardous waste pick-up events between March 16 and April 3; and the annual Glendale Family Bike Ride occurred on April 12 at Sahuaro Ranch Park. In addition, the Skunk Creek and Trail Clean-up and a work day at the Glendale Xeriscape Demonstration Garden will take place on Saturday, April 18; and the City will celebrate Arbor Day on April 22 at Dos Lagos Park.

Community Benefit/Public Involvement

Issuance of a proclamation celebrating Environmental Awareness Month encourages all residents to make this month a time of commitment to the principles of environmental stewardship and responsibility for the betterment of our community.



Legislation Description

File #: 15-228, Version: 1

PROCLAIM APRIL 12 - 18, 2015 AS NATIONAL LIBRARY WEEK

Staff Contact: Michael Beck, Chief Librarian, City of Glendale

Accepted By: Ms. Karen Aborne, Chair, Library Advisory Board

Accepted By: Michael Beck, Chief Librarian, City of Glendale

Purpose and Policy Guidance

This is a request for City Council to proclaim April 12 through April 18 as National Library Week in the City of Glendale and present the proclamation to the Library Advisory Board Chair, Karen Aborne, and Michael Beck, Chief Librarian, at the City of Glendale.

Background

First sponsored in 1958, National Library Week is a national observance sponsored by the American Library Association (ALA) and libraries across the country each April. This year's theme is "Unlimited possibilities @ your library". Tuesday April 14, 2015 is being celebrated as National Library Workers Day, a day for library staff, users, administrators and Friends groups to recognize the valuable contributions made by all library workers.

Analysis

Libraries today are more than repositories for books and other resources. Often the hearts of their communities, public libraries are deeply committed to the places where their patrons live, work and study. Libraries are trusted places where everyone in the community can gather to reconnect and reengage with each other to enrich and shape the community and address local issues.

Community Benefit/Public Involvement

The Glendale Public Library system consists of three libraries that provide reading and information services, youth, teen and adult programming, job training, meeting room space, public computers, books, audio-visual materials and electronic resources that inform, educate and entertain many diverse residents. This past year, the library system circulated approximately 1.75 million items and had over 674,000 visitors. Our libraries are open system-wide 111 hours per week and provide access to electronic databases, downloadable video, music and eBooks through our website twenty-four hours a day, seven days a week. Last year, Glendale's libraries sponsored 630 youth programs with 24,254 participants; 91 teen programs with 1,444 participants; and 351 adult programs with 7,142 participants.

Service to the community has always been the focus of the library. While this aspect has never changed, libraries have grown and evolved in how they provide for the needs of every member of the community.



Legislation Description

File #: 15-214, **Version:** 1

APPROVE SPECIAL EVENT LIQUOR LICENSE, ASSYRIAN CHURCH OF THE EAST

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 the Assyrian Church of the East, submitted by Frances A. Murad. The event will be held inside the Assyrian Church Hall located at 17334 North 63rd Avenue on Saturday, May 9, 2015, from 7 p.m. to 1 a.m. The purpose of this special event liquor license is for fundraising.

Background Summary

The Assyrian Church of the East is zoned RR-45 (Rural Residential) and located in the Sahuaro District. The Assyrian Church of the East will host a prior approved event on Friday, April 17, 2015; therefore, if this application is approved, the total number of days expended by this applicant will be two of the allowed 12 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

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

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

FOR DLLC USE ONLY
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).

SECTION 1 Name of Organization: ASSYRIAN CHURCH OF THE EAST

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

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

SECTION 7 Location of the Event: ASSYRIAN CHURCH HALL
Address of Location: 17334 N 63RD AVE, GLENDALE, AZ 85308
Street City County/State Zip

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

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

1. Applicant: MURAD FRANCIS A [REDACTED]
Last First Middle Date of Birth

2. Applicant's mailing address: [REDACTED]
Street City State Zip

3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: [REDACTED]

4. Applicant's email address: [REDACTED]

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 1
 (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 ASSYRIAN CHURCH OF THE EAST Percentage 100%

Address _____
 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.)

0 Number of Police 0 Number of Security Personnel Fencing Barriers

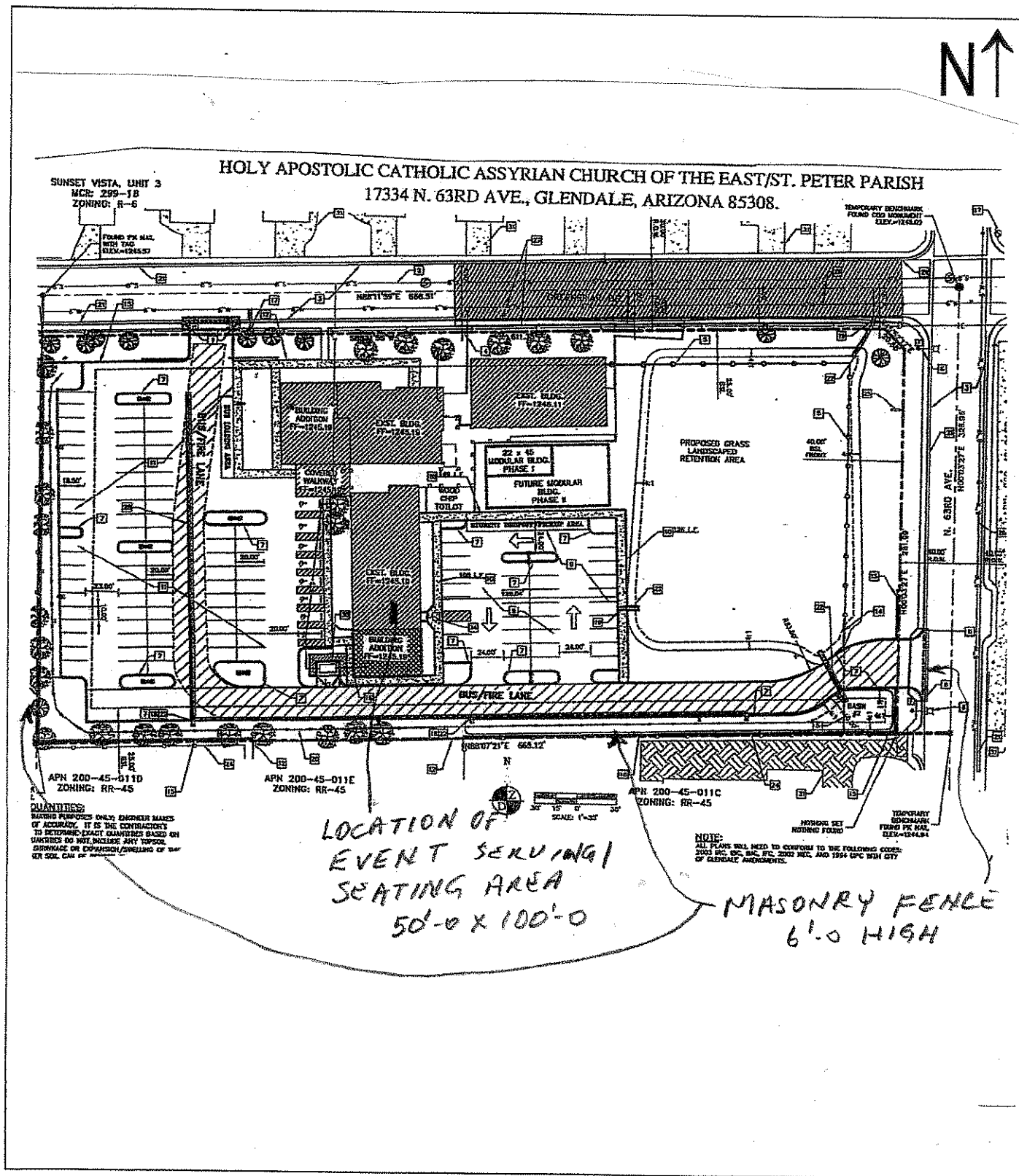
Explanation: ADULT PATRONS WILL BE AFFIXED WITH DISTINCTIVE WRIST BAND. CHURCH COMMITTEE MEMBERS WILL MONITOR & CONTROL LIQUOR SERVICE AND CONSUMPTION. MINORS WILL

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

ENTER WITH ADULT FAMILY MEMBERS

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>5/9/2015</u>	<u>Saturday</u>	<u>7 PM</u>	<u>1 AM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

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



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

I, FRANCIS A MURAD declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON
(Print full name)
appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event
Liquor License.

x Francis A Murad OFFICER 2-2-2015 4802496964
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 2 2 2015
Day Month Year

State AZ County of Maricopa

My Commission Expires on: 7/2/2017 Shannon Huard
Date Signature of Notary Public

SHANNON HUARD
Notary Public - Arizona
Maricopa County
My Comm Expires Jul 2, 2017



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

I, FRANCIS A MURAD declare that I am the APPLICANT filing this application as
(Print full name)
listed in Section 9. I have read the application and the contents and all statements are true, correct and
complete.

x Francis A Murad OFFICER 2-2-2015 4802496964
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 2 2 2015
Day Month Year

State AZ County of Maricopa

My Commission Expires on: 7/2/2017 Shannon Huard
Date Signature of Notary Public

SHANNON HUARD
Notary Public - Arizona
Maricopa County
My Comm. Expires Jul 2, 2017



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/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section

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

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____

15-18

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 03-11-15

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: **Assyrian Church of the East**

Business Address: **17334 N. 63rd Ave**

Applicant/s Information

Name: **Murad, Francis**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 3/11/2014	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults	1		
Robberies			
Burglary / Theft			
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	1		
Total calls for service	2	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.

100% percent of the proceeds from this Special Event go to the Assyrian Church of the East.

Events are scheduled for 05-09-15 (Sat).

Current License Holder:

New License

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	<u>M. ERVIN</u>	<u>3-11-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney Harold Brady	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>3-12-15</u>



Legislation Description

File #: 15-215, Version: 1

APPROVE SPECIAL EVENT LIQUOR LICENSE, USUAL SUSPECTS LEMC

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 the Usual Suspects LEMC, submitted by Steven Lloyd Raether. The event will be held at the University of Phoenix Stadium's Great Lawn located at 1 North Cardinals Drive on Thursday, April 30 from 4 p.m to 9 p.m.; Friday, May 1 from 4 p.m. to 11 p.m.; Saturday, May 2 from 11 a.m to 11 p.m.; and Sunday, May 3, 2015 from noon to 9 p.m. The purpose of this special event liquor license is for the Big Red Rib and Music Festival.

Background Summary

The University of Phoenix Stadium is zoned PAD (Planned Area Development) and located in the Yucca District. If this application is approved, the total number of days expended by this applicant will be four of the allowed 12 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

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

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

FOR DLLC USE ONLY

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).

SECTION 1 Name of Organization: USUAL SUSPECTS LEMC

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

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

SECTION 7 Location of the Event: UNIVERSITY OF PHOENIX STADIUM - GREAT LAWN
Address of Location: 1 CARDINALS DRIVE GLENDALE MARICOPA AZ 85305
Street City County/State Zip

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

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

1. Applicant: RAETHER STEVEN LLOYD [REDACTED]
Last First Middle Date of Birth

2. Applicant's mailing address: PO Box 31742 MESA AZ 85275
Street City State Zip

3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: (____) _____

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? 1
 (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	<u>USUAL SUSPECTS LEMC</u>	Percentage	<u>25%</u>	
Address	<u>PO BOX 31742</u>	<u>MESA</u>	<u>AZ</u>	<u>85275</u>
	<small>Street</small>	<small>City</small>	<small>State</small>	<small>Zip</small>
Name	<u>ARIZONA CARDINALS FOOTBALL CLUB</u>	Percentage	<u>47%</u>	
Address	<u>8701 S. HARDY DRIVE</u>	<u>TEMPE</u>	<u>AZ</u>	<u>85284</u>
	<small>Street</small>	<small>City</small>	<small>State</small>	<small>Zip</small>

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.)

2-12 Number of Police 12-40 Number of Security Personnel Fencing Barriers

Explanation: GLENDALE POLICE THURS 2, FRI 6-12, SAT 6-12, SUN 6. TIMES STAGGERED WITH MAX #5 AT CONCERT TIMES. SAFE SECURITY THURS 12, FRI 15-40, SAT 15-40, SUN 20. TIMES STAGGERED. ALCOHOL COMPLIANCE TEAM FROM ROJO HOSPITALITY WILL BE PRESENT. 6' CHAIN LINK FENCE PERIMETER

SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.

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>APRIL 30</u>	<u>THURSDAY</u>	<u>4 pm</u>	<u>9 pm</u>
DAY 2:	<u>MAY 1</u>	<u>FRIDAY</u>	<u>4 pm</u>	<u>11 pm</u>
DAY 3:	<u>MAY 2</u>	<u>SATURDAY</u>	<u>11 AM</u>	<u>11 pm</u>
DAY 4:	<u>MAY 3</u>	<u>SUNDAY</u>	<u>12 pm</u>	<u>9 pm</u>
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

See email from AGM Rojo Hospitality

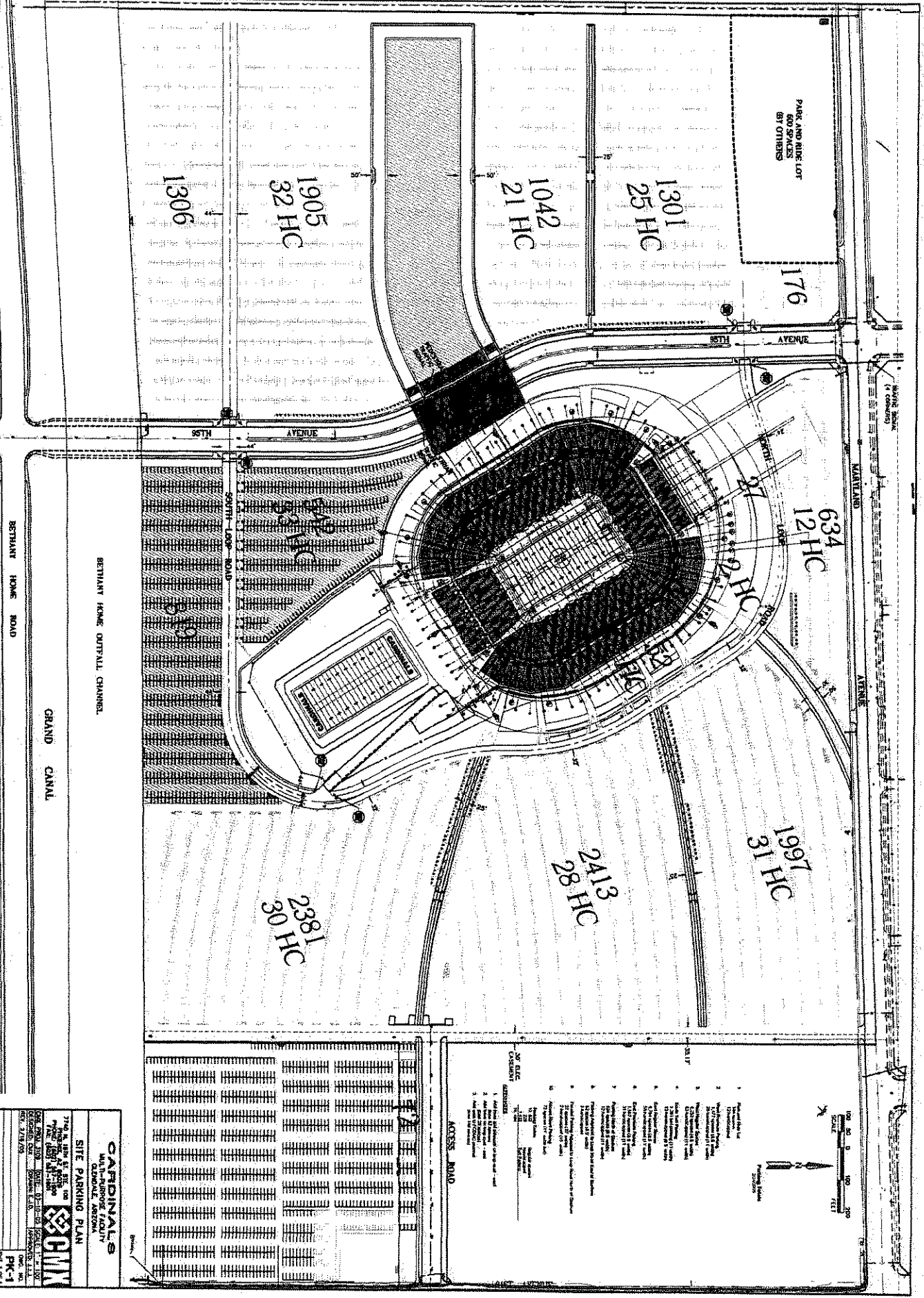
Section 10

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

Name Rojo Hospitality Group

Percentage 28%

Address 1 Cardinals Drive Glendale, AZ 85305



1. 100' RADIUS
2. 100' RADIUS
3. 100' RADIUS
4. 100' RADIUS
5. 100' RADIUS
6. 100' RADIUS
7. 100' RADIUS
8. 100' RADIUS
9. 100' RADIUS
10. 100' RADIUS
11. 100' RADIUS
12. 100' RADIUS
13. 100' RADIUS
14. 100' RADIUS
15. 100' RADIUS
16. 100' RADIUS
17. 100' RADIUS
18. 100' RADIUS
19. 100' RADIUS
20. 100' RADIUS
21. 100' RADIUS
22. 100' RADIUS
23. 100' RADIUS
24. 100' RADIUS
25. 100' RADIUS
26. 100' RADIUS
27. 100' RADIUS
28. 100' RADIUS
29. 100' RADIUS
30. 100' RADIUS
31. 100' RADIUS
32. 100' RADIUS
33. 100' RADIUS
34. 100' RADIUS
35. 100' RADIUS
36. 100' RADIUS
37. 100' RADIUS
38. 100' RADIUS
39. 100' RADIUS
40. 100' RADIUS
41. 100' RADIUS
42. 100' RADIUS
43. 100' RADIUS
44. 100' RADIUS
45. 100' RADIUS
46. 100' RADIUS
47. 100' RADIUS
48. 100' RADIUS
49. 100' RADIUS
50. 100' RADIUS
51. 100' RADIUS
52. 100' RADIUS
53. 100' RADIUS
54. 100' RADIUS
55. 100' RADIUS
56. 100' RADIUS
57. 100' RADIUS
58. 100' RADIUS
59. 100' RADIUS
60. 100' RADIUS
61. 100' RADIUS
62. 100' RADIUS
63. 100' RADIUS
64. 100' RADIUS
65. 100' RADIUS
66. 100' RADIUS
67. 100' RADIUS
68. 100' RADIUS
69. 100' RADIUS
70. 100' RADIUS
71. 100' RADIUS
72. 100' RADIUS
73. 100' RADIUS
74. 100' RADIUS
75. 100' RADIUS
76. 100' RADIUS
77. 100' RADIUS
78. 100' RADIUS
79. 100' RADIUS
80. 100' RADIUS
81. 100' RADIUS
82. 100' RADIUS
83. 100' RADIUS
84. 100' RADIUS
85. 100' RADIUS
86. 100' RADIUS
87. 100' RADIUS
88. 100' RADIUS
89. 100' RADIUS
90. 100' RADIUS
91. 100' RADIUS
92. 100' RADIUS
93. 100' RADIUS
94. 100' RADIUS
95. 100' RADIUS
96. 100' RADIUS
97. 100' RADIUS
98. 100' RADIUS
99. 100' RADIUS
100. 100' RADIUS

CARDINALS
MULTIPURPOSE FACILITY

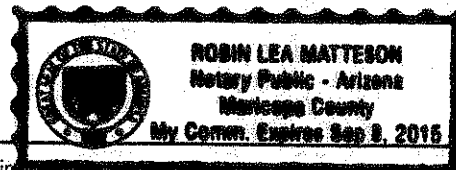
SITE PARKING PLAN

714 N. 10TH ST. ST. LOUIS, MO 63101
 714 N. 10TH ST. ST. LOUIS, MO 63101
 714 N. 10TH ST. ST. LOUIS, MO 63101
 714 N. 10TH ST. ST. LOUIS, MO 63101

CMX
 1000 N. 10TH ST. ST. LOUIS, MO 63101
 TEL: 314.433.1000
 WWW.CMX.COM

DATE: 08/17/12
 DRAWN BY: J. B. BROWN
 CHECKED BY: J. B. BROWN
 SCALE: AS SHOWN

PKC-1
 1/11/12



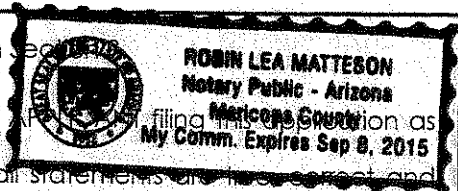
SECTION 13 This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, STEVEN LLOYD RAETHER declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON
(Print full name)
appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event
Liquor License.

X [Signature] Treasurer 2/20/2015 602-809-0604
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 20 February 2015
Day Month Year
State AZ County of Maricopa

My Commission Expires on: 9/8/2015 Robin Lea Matteson
Date Signature of Notary Public



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

I, STEVEN LLOYD RAETHER declare that I am the Applicant filing this application as
(Print full name) Applicant in Maricopa County as
listed in Section 9. I have read the application and the contents and all statements are true, correct, and
complete.

X [Signature] Treasurer 2/20/2015 602-809-0604
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 20 February 2015
Day Month Year
State AZ County of Maricopa

My Commission Expires on: 9/8/2015 Robin Lea Matteson
Date 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/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section

I, _____ recommend APPROVAL DISAPPROVAL
(government official) (Title)
on behalf of _____
(City, Town, County) Signature Date Phone

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____

15-56

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 03-11-15

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: **Usual Suspects LEMC**

Business Address: **P.O.Box 31742, Mesa, Az (Event at 1 Cardinals Drive - Great Lawn)**

Applicant/s Information

Name: **Raether, Steven**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 3/11/2014	Other Suites	New ownership call history beginning:
Liquor Related	6		
Vice Related			
Drug Related	2		
Fights / Assaults	46		
Robberies			
Burglary / Theft	44		
911 calls	2		
Trespassing	16		
Accidents	10		
Fraud / Forgery	31		
Threats	1		
Criminal damage	7		
Other non-criminal*	57		
Other criminal	25		
Total calls for service	247	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.

Event is scheduled for 04-30-15 (Thur), 05-01-15 (Fri), 05-02-15 (Sat), 05-03-15 (Sun) Big Red Rib & Music Festival.

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>3-11-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>3-12-15</u>



Legislation Description

File #: 15-216, **Version:** 1

APPROVE LIQUOR LICENSE NO. 5-15657, CHINA RAINBOW

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 new, non-transferable series 12 (Restaurant) license for China Rainbow located at 6630 West Cactus Road, Suite 102. The Arizona Department of Liquor Licenses and Control application (No. 1207A163) was submitted by Pak Quinn Chan.

Background Summary

The location of the establishment is in the Sahuaro District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 13,938. China Rainbow is currently operating with an interim permit, therefore, the approval of this license 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.

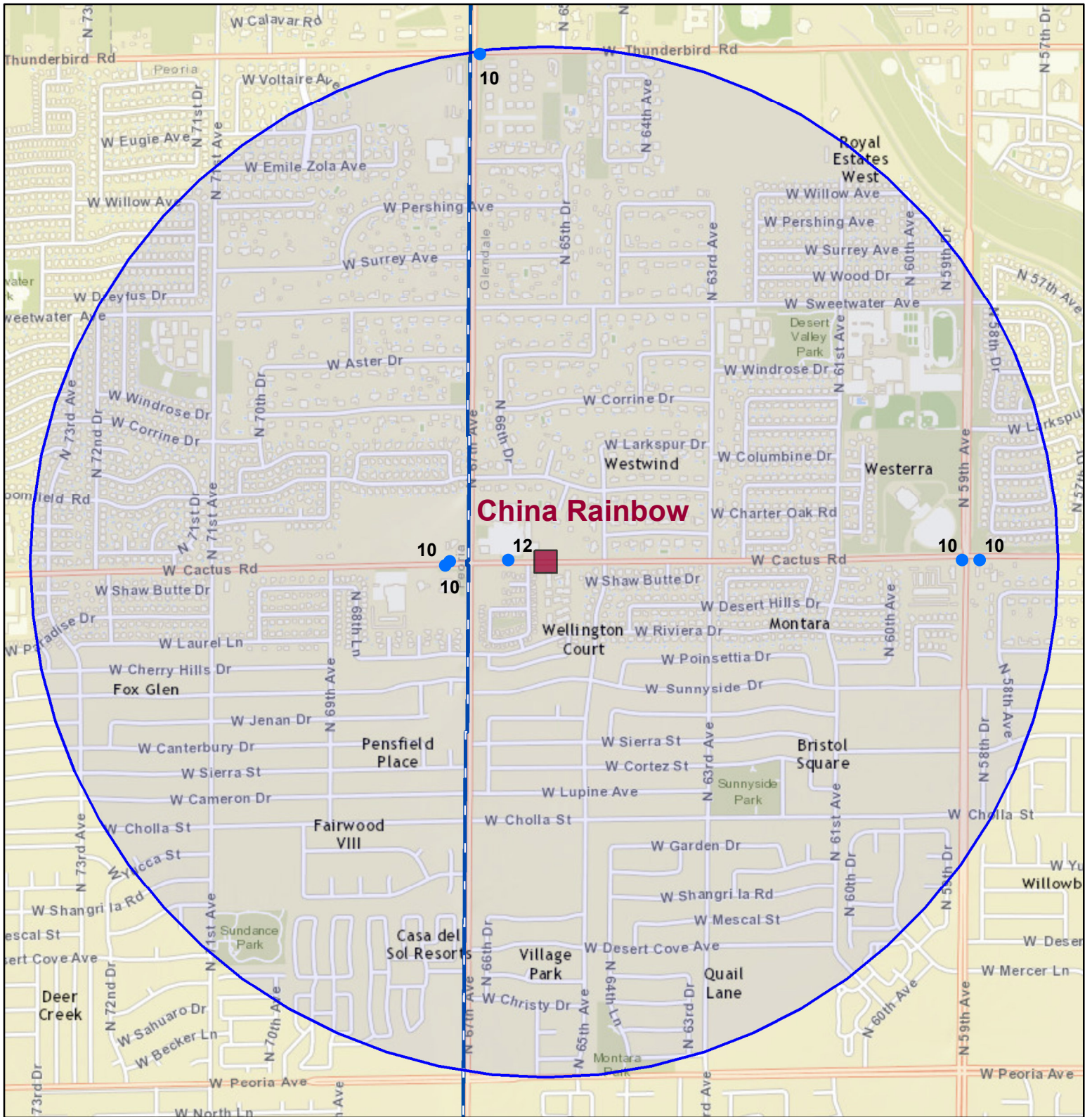
Series	Type	Quantity
10	Liquor Store - Beer and Wine	5
12	Restaurant	<u>2</u>
	Total	7

Pursuant to A.R.S. § 4-203(A), when considering this new, non-transferable series 12 license, Council may take into consideration the applicant's capability, qualifications, and reliability.

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, February 18 thru March 10, 2015.



BUSINESS NAME: China Rainbow

LOCATION: 6630 W Cactus Rd

APPLICANT: Pak Quinn Chan

ZONING: C-2

APPLICATION NO: 5-15657

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



15-44

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 03-03-15

License Type: **Series 12 Restaurant**

Definition: Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

Application Type: **New License**

Definition: New License

Business Name: **China Rainbow**

Business Address: **6630 W. Cactus Rd #102**

Applicant/s Information

Name: **Chan, Pak Quinn**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 3/3/2010	Other Suites	New ownership call history beginning: 2/9/2015
Liquor Related			
Vice Related			
Drug Related		2	
Fights / Assaults		1	
Robberies		1	
Burglary / Theft	2	3	
911 calls			
Trespassing	1	1	
Accidents			
Fraud / Forgery	1	2	
Threats			
Criminal damage	1		
Other non-criminal*		14	
Other criminal		1	
Total calls for service	5	25	0

* 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:

Yiu C. Wong (Agent)
Wong Yiu JTWROS (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	<u>M. ERVIN</u>	<u>3-4-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>R. S. [Signature]</u>	<u>3-5-15</u>



Legislation Description

File #: 15-217, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH KELLY SERVICES, INC.

Staff Contact: Tom Duensing, Director, Finance and Technology

Purpose and Recommended Action

This is a request for the City Council to authorize the City Manager to enter into a linking agreement with Kelly Services, Inc. for Citywide temporary staffing services through March 28, 2016; authorize the City Manager or designee to renew the agreement at their discretion, upon consent of both parties, for an additional two years through March 28, 2018 in an amount not to exceed \$200,000 per year.

Background

On March 25, 2013, the State of Arizona entered into a contract, ADSP013-043962, with Kelly Services, Inc. for temporary staffing services. The contract is available for use by all state agencies, boards, commissions, and eligible political subdivisions including the City of Glendale. Purchases can be made by governmental entities from the date of award, which was March 25, 2013, until the date the contract expires, as amended, on April 1, 2016. The request is to also allow the City Manager or designee the authorization to renew the term of the agreement for an additional two, one-year periods until the cooperative purchasing agreement expires on March 25, 2018.

Kelly Services, Inc. provides temporary staffing services in various job functions such as accounting, call center, administrative and clerical, data entry, and other areas of specialized expertise.

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.

City departments use temporary staffing agencies when seeking qualified temporary staff to fill vacancies caused by staff turnover or to complete special projects. The use of temporary staff is unique to each department and varies depending on need. The length of the assignment can vary from one week to several months. Kelly Services, Inc. has been providing temporary employees for several departments of the city using this agreement and the accumulated usage is now expected to exceed the \$50,000 limit which requires Council approval. Therefore, staff is requesting approval of this item to establish the linking agreement, ratify

the expenditures to date, and approve the expected level of expenditures for future years.

This action will allow the City Manager to approve the linking agreement retroactively from March 3, 2015 until April 1, 2016 with the option to extend the agreement in one-year increments until March 25, 2018. The action will also allow the city to expend up to \$200,000 each year for the initial term and any subsequent extensions until March 28, 2018, subject to the need for services and available budget appropriation.

Budget and Financial Impacts

The hourly rate the city pays for temporary staffing is established by the state contract price in Exhibit C of this agreement. The hourly rate varies by job function and skill level. The funding is available in the FY14/15 operating budget. Expenditures in subsequent years will be dependent on available appropriation.


Cost	Fund-Department-Account
\$20,000	1000-11360-518200, Professional & Contractual
\$20,000	1140-84700-518200, Professional & Contractual
\$50,000	1320-31028-518200, Professional & Contractual
\$40,000	1660-16540-518200, Professional & Contractual
\$43,000	1820-32056-518200, Professional & Contractual
\$15,000	1820-32060-518200, Professional & Contractual
\$10,000	1000-11320-518200, Professional & Contractual
\$2,000	2360-17180-518200, Professional & Contractual

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

	Offer and Acceptance		State of Arizona State Procurement Office 100 N. 15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: RFP ADSP013-00002827	PAGE 3	
OFFEROR:		OF 41	

OFFER

TO THE STATE OF ARIZONA:

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

Arizona Transaction (Sales) Privilege Tax License No.:
07393285-N

Federal Employer Identification No.:
38-1540762

E-mail: Christopher.Neshiff@kellyservices.com

Phone: 623 936 9354

Fax: 623 936 9572

Kelly Services, Inc.

Company Name

999 W. Big Beaver Rd.

Address

Troy, MI 48064

City

State

Zip



Signature of Person Authorized to Sign Offer

Cathy Hunt

Territory Vice President - Phoenix

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

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

ACCEPTANCE OF

The Offer is hereby accepted.

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

This Contract shall henceforth be referred to as Contract No.


ADSP013 - 043962

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

State of Arizona
 Awarded this

25th day of March 2013

Procurement

	Request for Proposal		State of Arizona State Procurement Office 100 N. 15th Ave, Suite 201 Phoenix, AZ 85007
	Solicitation No.: RFP ADSPO13-00002527	PAGE 1	
	Description: Temporary Staffing Services	OF 44	

Notice of Request for Proposal

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the materials or services specified, will be received by the State Procurement Office **online** through the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>) at the date and time posted in ProcureAZ. Proposals received by the correct time and date will be opened and the name of each offeror will be publically available. **Proposals must be in the actual possession of the State on or prior to the time and date indicated in the Notice. Late proposals will not be considered.**

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

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.


	Request for Proposal		State of Arizona State Procurement Office 100 N. 15th Ave, Suite 201 Phoenix, AZ 85007
	Solicitation No.: RFP ADSPO13-00002527	PAGE 2	
	Description: Temporary Staffing Services	OF 44	

Table of Contents

Table of Contents

Offer and Acceptance Form.....	3
Scope of Work.....	4
Special Terms and Conditions	9
Uniform Terms and Conditions	19
Special Instructions to Offerors	27
Uniform Instructions to Offerors.....	32
Attachment I – Offeror’s Key Personnel.....	37
Attachment II - Questionnaire.....	38
Attachment III	41



Offer and Acceptance

SOLICITATION NO.: RFP ADSP013-00002527

PAGE
3

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

OFFFEROR:

OF
44

OFFER

TO THE STATE OF ARIZONA:

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

Arizona Transaction (Sales) Privilege Tax License No.:

Federal Employer Identification No.:

E-mail: _____

Phone: _____

Fax: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip

Title

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

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted


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

This Contract shall henceforth be referred to as Contract No. _____

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

State of Arizona
Awarded this _____ day of _____ 20____

Procurement Officer

	Scope of Work		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: RFP ADSPO13-00002527	PAGE 4	
	Description: Temporary Staffing Services	OF 44	

1. Introduction

The State of Arizona, its Agencies, Boards and Commissions (State) as well as Participating Members of the State Purchasing Cooperative (Cooperative), together the "Customer", have an ongoing requirement for various products and services as described herein. The purpose of this solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (ARS) 41-2501 et seq., to create a contract(s) from which the State and its Cooperative Members may acquire these products and services.

2. Purpose

The State of Arizona is seeking qualified temporary staff to fill a variety of temporary staff augmentation positions. The length of the assignments will vary from one (1) day to several months.

The resulting contract will be available for use by all State Agencies, Boards, Commissions, and/or eligible political divisions. After contracts have been awarded, Contractors should be aware that they are still competing against each other for temporary staffing positions with the Customer.

3. Scope of Services

Contractor shall provide a variety of temporary staff services covering sub-categories similar to those listed under the high-level categories herein.

3.1. Temporary Staff Categories

Under each high-level category identified below, only sample "sub-categories" have been included. Contractor may provide services that fall under one or more of the high-level categories. Attachment III contains the general or minimum job description qualifications for each high-level category.

3.1.1. Accounting

- o Accounting Clerk
- o Bookkeeper
- o Accountant

3.1.2. Administrative/Clerical


- o Receptionist
- o Administrative Assistant
- o Legal Assistant
- o General clerical
- o Clerk
- o Records Management Clerk
- o Tax and Remittance Processor

3.1.3. Call Center

- o Customer Service
- o Market Research
- o Sales
- o Help Desk Analyst
- o Collections

3.1.4. Data Entry

- o Offsite
- o Onsite

	Scope of Work		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: RFP ADSPO13-00002527	PAGE 5	
	Description: Temporary Staffing Services	OF 44	

3.1.5. Education

- o Elementary School Substitute
- o Junior High School Substitute Teacher
- o Senior High School Substitute Teacher
- o Special Education Substitute Teacher

3.1.6. Insurance

- o Claims Specialist
- o Worker's Compensation Specialist
- o Claims Adjuster

3.1.7. Legal

- o Paralegal

3.1.8. Light Industrial

- o Assembly
- o Assembly Worker
- o Precision Assembler
- o Machine Tender
- o Quality Control Inspector
- o Auto Mechanic
- o Welder
- o Auto Body Painter

Food Services

- o Food Service Worker
- o Food Service Manager

Maintenance

- o General Maintenance Worker
- o Building Maintenance Worker
- o Painter
- o Housekeeper / Laundry
- o Groundskeeper
- o Janitor/Custodian

Materials Handling

- o Inventory Worker
- o Pick & Pack Worker
- o Shipping / Receiving Worker
- o Warehouse Worker
- o Vehicle / Equipment Operator

3.1.9. Marketing

- o Detailing
- o Detailing Representative
- o Sales & Promotion
- o Sampler
- o Demonstrator
- o Comparison Shopper
- o Trade Shows & Seminars
- o Host / Hostess
- o Booth Attendant

3.1.10. Medical / Healthcare



Scope of Work

Solicitation No.: RFP ADSP013-00002527

PAGE
6

Description: Temporary Staffing Services

OF
44

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

- o Medical Biller
- o Medical Records Clerk
- o Medical Secretary
- o Medical Analyst

3.1.11. Special Expertise

- o Writing Expert (Grant, Policy, Technical, Processes & Procedures)
- o Procurement

3.2. Location of work

All work shall be performed on Customer property. By mutual written consent between the Contractor and the Customer, certain projects may be performed offsite. The majority of the Customers to be served pursuant to this contract are in four (4) distinct parts of the State: Maricopa County, Tucson, Flagstaff and Yuma. Other geographical State areas are allowable under this contract.

3.3. Hours of Work

Work schedules shall be established by the Customer. Most Services will be provided to the requesting agency primarily during normal business hours (8:00 A.M. to 5:00 P.M.), Monday through Friday.

3.3.1. For the purpose of this contract shifts are defined as follows:

- 1st shift – 6:00 A.M. to 6:00 P.M.
- 2nd shift – 2:00 P.M. to 12:00 A.M.
- 3rd shift – 7:00 P.M. to 6:00 A.M.

3.3.2. Overtime

Overtime shall be defined as any time in excess of forty (40) hours per week. Overtime must be approved in writing, in advance, by the Customer in order to be reimbursable. Weekend work shall not be considered overtime unless in excess of forty (40) hours. The pay rate shall not be more than time and one half for all approved overtime hours.


3.4. Supervision

Contractor's employees shall be supervised by the Customer. The Customer shall have direct control over daily activities of the Contractor's employees. Work policies, procedures, and standards established by the Customer shall be followed at all times.

4. Contractor Requirements

4.1. General Requirements

- 4.1.1. Work Start. No work shall be performed until a Purchase Order has been received from the requesting Customer.
- 4.1.2. All personnel assigned must be employees of the Contractor at the time of any specific work assignment to the Customer.
- 4.1.3. Before making a referral of one of its employees, the Contractor shall assure that the employee has, at a minimum, the required qualifications for the assignment and is able to perform the duties required by the Customer.
- 4.1.4. The Contractor shall assign only those employees that have been thoroughly apprised of working conditions, job duties and hours.
- 4.1.5. The Contractor's employees shall conform in all respects with regard to physical, fire and security / safety regulations while on the Customer's premises.
- 4.1.6. Contractor shall be responsible for obtaining all rules, regulations, policies, etc. from the Customer. In the event any such employee fails to adhere to the Customer's directions or security / safety regulations, or demonstrate that they are not qualified to perform the required duties, the Customer shall notify the

	Scope of Work		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: RFP ADSP013-00002527	PAGE 7	
	Description: Temporary Staffing Services	OF 44	

Contractor who shall replace the employee within two (2) working days at no cost to the Customer (including, but not limited to, training time, background checks, ID badges, drug testing, etc.). This also applies to any employee that leaves, for any reason, before the assignment is completed. When an employee leaves, at any time, the Contractor shall be responsible for any unreturned keys, cost of finger printing, ID badges, etc. If such items are not returned to the Customer within five (5) working days the Customer shall send an invoice to the Contractor for the exact replacement cost. The Contractor shall pay this invoice within fourteen (14) days.

4.1.7. No charges shall apply to the Customer for employees who fail to complete a minimum of sixteen (16) hours due to dissatisfaction with working conditions, job duties or hours.

4.1.8. Personnel provided by the Contractor shall follow all Customer work policies, procedures, and standards including, but not limited to:

- No smoking, eating, drinking in work area
- Signing in and presenting positive identification upon reporting for duty
- Interacting cordially with the Customer's personnel
- Responding professionally to Customer supervisory personnel
- Adhering to Customer dress code policies
- Parking in Customer assigned locations while reporting for duty
- Following other Customer rules as required
- Breaks and Lunch Schedules

4.1.9. If an employee leaves one Contractor for another Contractor, the Customer may choose to not allow that employee to continue his or her assignment.

4.2. Special Requirements

4.2.1. Invoice – Invoices shall be submitted to the applicable Agency and shall reflect at a minimum, the following:

- Contract or P.O. Number
- The Vendor ID number as defined in ProcureAZ
- Vendor Name
- Bill To
- Temporary Employee Name
- Employee Time sheet

4.2.2. Confidentiality / Non-disclosures

Depending on the hiring Agency, the Contractor's temporary staff shall be required to sign additional Confidentiality or Non-Disclosure Agreements based on assignment prior to the start of work.


4.3. Service Level Requirements

4.3.1. Non-Performance If any assigned employee does not satisfactorily perform any assigned duties, or if the Customer considers any conduct to be detrimental to the Customer's program, the Contractor shall withdraw the employee immediately upon notification. The withdrawn employee shall be replaced. Contractor shall not exceed sixteen (16) normal working hours, two (2) business days, to replace the withdrawn employee at no additional charge (including, but not limited to, training time, background checks, Identification badges, drug testing, etc.) to the Customer. This also applies to any employee that leaves, for any reason, before the assignment is completed.

4.4. Reporting Requirements

4.4.1. Time Sheets

4.4.2. Quarterly Reports (See Section 7 of the Special Terms and Conditions)

	Scope of Work		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: RFP ADSPO13-00002527	PAGE 8	
	Description: Temporary Staffing Services	OF 44	

5. Customer responsibilities

For temporary employment requirements

- Customer shall provide all equipment, materials, supplies, tools, facilities, space and supervision necessary.
- Any initial Customer requirement such as drug testing, background check, finger printing, and Identification badges shall be paid for by the Customer. In the event that the employee needs to be replaced as described in the section above, 4.1.6., these charges shall be reimbursed by the Contractor.
- Customer shall provide temporary staff new employee orientation as required.
- Customer must provide justification when requesting temporary employee changes.

6. Supplementing Products and Services - Products and Services available under the Contract are limited to the high-level categories included herein. If additional Products or Services are required as a supplement to the high-level category, this shall be agreed upon by each party by completing an Amendment to the Agreement. The Product or Service added shall be classified under those high-level categories that were originally awarded. Services in a high-level category that was not originally awarded shall not be supplemented.



Special Terms and Conditions

Solicitation No.: RFP ADSPO13-00002527

PAGE
9

Description: Temporary Staffing Services

OF
44

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

1. Definitions

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

"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.

"Arizona Learning Center" (ALC) provides statewide Computer Based Training (CBT) courses available to all State of Arizona employees as well as agency-specific courses designed by other State agencies.

"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.

"Bid Type" means the extent the solicitation notices were issued, ranging from "OPEN" (notices went to vendors registered with the selected commodity codes) to "CLOSED" (notices were only sent to the specific vendors invited by the State).

"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.

	Special Terms and Conditions		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: RFP ADSP013-00002527	PAGE 10	
	Description: Temporary Staffing Services	OF 44	

"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.

"Pre Bid Conference" means pre-offer conference.

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

"Purchase Method" means the type of contract transaction contemplated, ranging from an "Open Market" (one-time) transaction to a "Blanket" (term) transaction.

"Purchaser" means procurement officer.

"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.

1.1. Special Contract Definitions

"Personal identifying information (PII)" means an individual's name, social security number; full date of birth, drivers' license, and government issued non-operating license, financial account number, password associated with access to a financial account or account which provides benefits or right to services, contained in any record or other material related to this contract on behalf of the state. See also ARS 41-4171 or 4172 for additional personal identifiers that additionally may be defined as PII in the specification of the scope of work for the contract.

"Protected Health Information (PHI)" means individually identifiable health information as defined by the HIPAA Privacy Rule at 45 CFR 160.103 (Health Information), 45 CFR 160.103 (Individually Identifiable Health Information) and 45 CFR 164.501 (Protected Health Information) including the following identifiers (see 45 CFR 164.514(b)(2)(i)): an individual's name; address; dates of birth, dates of health care services, certain age categories and other elements of dates; telephone numbers; fax numbers; e-mail addresses; social security numbers; medical records and account numbers; health plan beneficiary numbers; certificate and license numbers; vehicle identifiers, serial numbers and license plate numbers; device identifiers and serial numbers; Web Universal Resource Locators (URLs or web addresses); Internet Protocol (IP) addresses; biometric identifiers, including voice and finger prints; facial photographs and comparable images; and any other unique identifying number, characteristic or code.

"Sensitive information" means a record or an oral communication that relates to information that if disclosed could adversely affect the best interest of the State, the privacy of a person, or the critical infrastructure and



Special Terms and Conditions

Solicitation No.: RFP ADSP013-00002527

PAGE
11

Description: Temporary Staffing Services

OF
44

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

information related to critical infrastructure of the State of Arizona and/or the United States (See ARS 41-1801).

"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

"Data Breach" means the unauthorized creation, acquisition, access, use, disclosure or disposal of personal identifying, confidential, protected health or sensitive information.

2. Amendments

Any change in the contract including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the State of Arizona. Any such amendment shall specify an effective date, any increases or decreases in the amount of the contractors' compensation if applicable and entitled as an 'Amendment', and signed by the parties identified in the preceding sentence. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the contract.

3. Administrative Fee / Usage.

- 3.1. 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.
- 3.2. The Administrative Fee shall be submitted, along with a Quarterly Usage Report documenting all contract sales, to the State Procurement Office within thirty (30) days following the end of each calendar quarter. For more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, see the State Procurement Office's web site at http://spo.az.gov/Contractor_Resources/Admin_Fee . All usage reports submitted for the purpose of this contract shall be public record.
- 3.3. At its option, the State may limit the applicability of the Administrative Fee to contract sales from some customers and not to others, e.g., fee is only applicable to sales from members of the State Purchasing Cooperative and not sales to State Agencies. See the State's website (above) for more information in this regard. The State will provide thirty (30) days written notice before exercising or changing this option.
- 3.4. 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.

4. Certifications

All key personnel when required shall provide evidence of their certification(s) relevant to the services provided under the contract.

5. Confidentiality of Records

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

6. Contract



Special Terms and Conditions

Solicitation No.: RFP ADSP013-00002527

PAGE
12

Description: Temporary Staffing Services

OF
44

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

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 relationship 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.

7. Contract Usage Reports

7.1. The contractor shall be required to furnish the following reports to the State Procurement Office against this contract on a quarterly basis at no additional cost to the state:

Total contract usage reports: Identifying all eligible using agencies and total dollar volumes purchased by each eligible using agency during the reporting period. Although not required under this reporting activity, the contractor shall provide itemized usage reports detailing all acquisitions against this contract upon request.

7.2. Reports shall be due at the end of each 3-month contract period to be furnished to the contract officer of record no later than 15 days after the end of each 3-month contract period.

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

8. Contract Type (as Needed) - The contract shall be on an as needed, if needed basis.

9. Performance / Invoicing Remedies - Contractor and Customers shall use the following process in identifying and mitigating performance issues or problems associated with operational issues under the Contract.

9.1. Performance Issue Notice

Customers shall notify the Contractor in response to or in anticipation of any issues or problems associated with the products or services Ordered under the Contract. Contractor shall acknowledge the Customer notice, in writing or electronically, within two (2) days following receipt or a shorter period of time as requested by the Customer. Customers may accept verbal Order acknowledgment when time and circumstances require.

9.2. Performance Issue Resolution

Contractor shall provide for the resolution of all issues or problems identified by the Customer. Contractor shall provide a resolution plan to the Customer, in writing or electronically, within five (5) days or a shorter period of time as requested by the Customer.

9.3. Invoicing Issue Notice

Customers shall notify the Contractor in response to any billing errors or questionable invoice amounts. Failure by Customer to pay any portion of or the entire invoiced amount based on Contractor billing errors or charges shall not constitute default under this Contract. Customer will pay undisputed portions of the invoice in question where Customer can easily identify the undisputed portion. Payment of an amount less than the total amount due on all unpaid invoices shall be credited as directed by Customer. In no event shall Contractor apply any payment or portion thereof to any particular amount or item that is subject to any claim of error between the parties.

9.4. Invoicing Adjustments

Revised invoices or billing adjustments shall apply only to Contractor's Services that can be verified by the Customer, and requests for such adjustments must be submitted in writing to the Customer within 60 days of invoice delivery; shall reference the original invoice in which the error was made, and contain sufficient level



Special Terms and Conditions

Solicitation No.: RFP ADSP013-00002527

PAGE
13

Description: Temporary Staffing Services

OF
44

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

of detail to make a reasonable determination of fact. Billing Adjustments, once determined to be fact, shall be documented in writing on all forms of billing, paper and electronic, in the next billing cycle.

9.5. Escalation Process

If unsatisfied with the Contractor's resolution plan for the performance issue or identified billing error, or the Contractor fails to resolve the issues or errors cited in accordance with their resolution plan, Customers may submit a fully documented Vendor Performance Report (VPR) to the Procurement Officer. Documentation to accompany the VPR shall include the Issue Notice, the Contractor's acknowledgement and resolution plan (if applicable), and a statement confirming that the resolution plan was not met or an explanation why the resolution plan was not acceptable. VPRs and accompanying documentation will serve as a foundation to any further recourse in accordance with the Remedies provisions established herein. VPRs can be found at the following URL:

http://spo.az.gov/docs/Admin_Policy/SPM/STD%20Forms%20and%20Docs/Vendor%20Performance%20Report.pdf

10. Eligible Agencies (Statewide)

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.

11. Indemnification Clause:

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

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

12. 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.



Special Terms and Conditions

Solicitation No.: RFP ADSP013-00002527

PAGE
14

Description: Temporary Staffing Services

OF
44

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

12.1. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

12.1.1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury 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
•Blanket Contractual Liability – Written and Oral	\$1,000,000
•Fire Legal Liability	\$ 50,000
•Each Occurrence	\$1,000,000

- 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”.
- b. Policy shall contain a waiver of subrogation against 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.

12.1.2. Business Automobile Liability

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

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

- a. The policy shall be endorsed to include 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”.
- b. Policy shall contain a waiver of subrogation against 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.

12.1.3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000



Special Terms and Conditions

Solicitation No.: RFP ADSPO13-00002527

PAGE
15

Description: Temporary Staffing Services

OF
44

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

- a. Policy shall contain a waiver of subrogation against 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.

12.1.4. Professional Liability (Errors and Omissions Liability)

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

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and 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 Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

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

12.2.1. 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.

12.2.2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

12.2.3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

12.3. 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 (State of Arizona Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.

12.4. 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 Contractor from potential insurer insolvency.

12.5. 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.



Special Terms and Conditions

Solicitation No.: RFP ADSP013-00002527

PAGE
16

Description: Temporary Staffing Services

OF
44

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

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 **(State of Arizona Department Representative's Name and Address)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

- 12.6. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- 12.7. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- 12.8. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
13. **IT 508 Compliance** - Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. § 41-3531 and § 41-3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
14. **Key Personnel** - It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the issuing agency and a copy to the procurement office of record.
15. **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.
16. **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 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.
17. **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. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to or use of confidential, secure or sensitive data or personal client data including personal identifying information, protected health information, or development or modification of software for the State shall be performed within the borders of the United States.



Special Terms and Conditions

Solicitation No.: RFP ADSPO13-00002527

PAGE
17

Description: Temporary Staffing Services

OF
44

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

Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services that do not include work related to confidential or sensitive information, or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

18. Protection of State Information

- 18.1. Due to the sensitive nature of the information maintained by the State, the contractor shall not disclose or release in any manner, any and all information the State deems, private, privileged or confidential transmitted during the performance of the contract. This information shall be protected by the contractor during and after the full term of the contract. At no time, shall information be disclosed without the State's prior written consent. All information and any copies thereof shall be returned to the State upon completion of the work performance. Personnel with access to personal identifying, sensitive or other confidential [see definitions section] may be subject to background checks as the expense of the Contractor or its subcontractors.
- 18.2. The Contractor shall establish and maintain current documented data safeguard procedures, evidence of information security training and controls acceptable to the State and shall furnish such upon request of the State. The Contractor and its subcontractors or other agents shall assure appropriate information management safeguards for personal identifying, confidential or sensitive information or protected health information (physical and virtual) from unauthorized creation, acquisition, access, use, disclosure or disposal. Contractor shall ensure that its' and any subcontractors' agents and/or employees perform work under this contract shall comply to the fullest extent with information the established data safeguard provisions. Failure to comply with such shall be immediately reported to the State of as a possible data breach.
- 18.3. The Contractor shall cooperate and participate in any resulting investigation of the State as well as any mitigation of a data breach if such is deemed by the State. The Contractor, its subcontractors or other agents shall maintain a complete, current and accurate log of location and person completing work for the State.
- 18.4. Upon request, the Contractor shall provide the State with an information safeguard management plan for its primary sites as well as for any locations, other than the primary site, including but not limited to personal residences and other remote locations where work under this contract shall be performed. Such a plan shall include any subcontractors and agents performing work under this contract. The Contractor shall notify the State in writing of any changes to this plan. The State reserves the right to approve and/or monitor this information safeguard plan.
- 18.5. **Data Breach Identification and Reporting**
- The Contractor, its subcontractors and any agents or employees who perform under work under this contract, shall be responsible to immediately report to the State any suspected or confirmed data breach of State information. A data breach shall be defined as the unauthorized creation, acquisition, access, use, disclosure or disposal of any information deemed as personal identifying, confidential, sensitive or protected health information. The Contractor, its subcontractors, employees and all agents shall fully cooperate with the State to investigate, mitigate potential or actual harm resulting from such breach and shall remediate of such incidents, including assisting the State to notify affected individuals. The State may, at its sole discretion, assume notification responsibility owed under law by Contractor, its subcontractors or agents if the State reasonably believes the contractor or its subcontractors or agents are unable to fulfill this responsibility.
- 18.6. **Encryption of Data**



Special Terms and Conditions

Solicitation No.: RFP ADSPO13-00002527

PAGE
18

Description: Temporary Staffing Services

OF
44

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

Contractor shall protect all State electronic information in accordance with the Arizona Strategic Enterprise Technology (ASET) standards for encryption, at a minimum. (Standards are found at <http://aset.azdoa.gov/security/policies-standards-and-procedures>). File transmissions of State data using the Internet or other unsecured medium shall employ at a minimum a 128-bit end to end encryption to secure the data. All methods of encryption, training, policies, procedures, and performance measures shall be documented by Contractor and its subcontractors.

18.7. Disposal of Information

Contractor shall obtain written authorization from the State prior to disposal of any electronic media containing personal identifying, confidential, protected health or sensitive information. Prior to disposal, Contractor shall properly sanitize by clearing (using software or hardware products to overwrite media with non-sensitive data), purging (degauss or expose the media to a strong magnetic field to disrupt the recorded magnetic domains), or destroying (disintegration, pulverization, melting, incinerating, or shredding) the media. This shall be, at a minimum, done in accordance with Arizona Government Information Technology Agency standards for media sanitizing and disposal found at <http://aset.azdoa.gov/sites/default/files/media/docs/P800-S880%20Media%20San%20Disp.pdf> (S880 Media Sanitizing/Disposal Standard). Hardcopy information shall be destroyed by shredding, burning, pulping, or pulverizing the records so that personal identifying information is rendered unreadable, indecipherable, and cannot otherwise be reconstructed. Contractor shall maintain accurate and current documentation identifying the information disposed of, method of disposal, contract for disposal if applicable and retain disposal information in accordance with contract requirements.

18.8. Compliance Monitoring

In accordance with the contract terms, the State shall have the right to assess, monitor and validate compliance with all requirements relating to information safeguarding including timely reporting of actual or suspected data breach performed by the Contractor, its subcontractor(s), employees and agents.

19. Price Adjustment (After Two Years)

The State Procurement Office may review a fully documented request for a price increase only after the contract has been in effect for two (2) year(s). A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The State Procurement Office shall determine whether the requested price increase or an alternate option is in the best interest of the state.

The price increase adjustment, if approved, will be effective upon the effective date of the contract extension.

20. Subcontractors

The contractor may, enter into written subcontract(s) for performance of certain functions under the contract. Contractor shall not enter into any Subcontract under this Contract, for the provision of supplies or performance of services under this Contract, without the advance written approval of the Procurement Officer. Subcontracts issued by the Contractor shall incorporate by reference the Terms, Conditions and requirements of this Contract.

21. Term of Contract

The term of the contract shall commence upon award and shall remain in effect for a period of one year, unless terminated, canceled or extended as otherwise provided herein. By written mutual contract amendment, any resultant contract may be extended for four (4) additional one-year periods or a portion thereof. The original contract shall remain the same and apply during the renewal period with the exception of price.

22. Travel

When requested, in writing, from the State to perform work that requires overnight accommodations, the Using Agency will reimburse the contractor in accordance with the current rates and provisions specified in the Rules and Regulations applicable to State employee's travel. The contractor shall itemize and invoice all per diem and lodging charges. The State's travel policy maybe located at <http://www.gao.az.gov/publications/SAAM/SAAM-2d-022008.pdf>



Uniform Terms and Conditions

Solicitation No.: RFP ADSP013-00002527

PAGE
19

Description: Temporary Staffing Services

OF
44

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

UNIFORM TERMS AND CONDITIONS – VERSION 8

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

2 Contract Interpretation

- 2.1 **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.



Uniform Terms and Conditions

Solicitation No.: RFP ADSPO13-00002527

PAGE
20

Description: Temporary Staffing Services

OF
44

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

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 Parol 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 noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective



Uniform Terms and Conditions

Solicitation No.: RFP ADSP013-00002527

PAGE
21

Description: Temporary Staffing Services

OF
44


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

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 the 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 or 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 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.

	Uniform Terms and Conditions		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: RFP ADSP013-00002527	PAGE 22	
	Description: Temporary Staffing Services	OF 44	

4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes.

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure 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 IRS 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
- 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.



Uniform Terms and Conditions

Solicitation No.: RFP ADSP013-00002527

PAGE
23

Description: Temporary Staffing Services

OF
44

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

6 Risk and Liability

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

6.2 Indemnification

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

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

	Uniform Terms and Conditions		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: RFP ADSPO13-00002527	PAGE 24	
	Description: Temporary Staffing Services	OF 44	

following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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

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

7 Warranties

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

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

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

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

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

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

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


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

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

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

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

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

	Uniform Terms and Conditions		State of Arizona State Procurement Office 100 N. 15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: RFP ADSP013-00002527	PAGE 25	
	Description: Temporary Staffing Services	OF 44	

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

8 **State's Contractual Remedies**

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

8.2 **Stop Work Order.**

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

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

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

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

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

9 **Contract Termination**

9.1 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the 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



Uniform Terms and Conditions

Solicitation No.: RFP ADSPO13-00002527

PAGE
26

Description: Temporary Staffing Services

OF
44

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

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 interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 Contract Claims. 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.



Attachment I

Solicitation No.: RFP ADSP013-00002527

PAGE
37

Description: Temporary Staffing Services

OF
44

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

OFFEROR'S KEY PERSONNEL

Answer all questions thoroughly. This Attachment shall be completed for all key personnel in the administration of any resultant contract under this solicitation. A separate resume may be attached as supplemental information, but shall not take the place of this attachment. Answers such as "See attached Resume" will not be accepted. If resumes are included please also reference the position on the resume.

Position	Employee Name
Current Information	
Position Currently Held in Firm:	
Years With Firm:	
Years in Current Position:	
Years' Experience in Role:	
Percentage of Employee's Time Dedicated to This Contract:	%

Related Experience		
Project Name		
Job Title	Project Begin Date	Project Ending Date
Duties Performed Related to Proposed Position		
Project Name		
Job Title	Project Begin Date	Project Ending Date
Duties Performed Related to Proposed Position		

Identify the primary function(s) of the candidate in performing the services required by this solicitation. Indicate the corresponding solicitation/response page and paragraph number(s) within the description.



Attachment II

Solicitation No.: RFP ADSP013-00002527

PAGE
38

Description: Temporary Staffing Services

OF
44

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

QUESTIONNAIRE INSTRUCTIONS:

Attach as part of your ProcureAZ proposal, a singular file in Adobe Acrobat (PDF) format named **ADSP013-0000xxxx** [Offeror's Name] 'Response_Questionnaire.pdf' that contain the responses to all of the Questionnaire items ("items") listed below.

Responding to the Proposal:

- A. Include the item number when responding to each item.
- B. Prepare each item response in the form indicated demonstrating your ability to satisfy the Scope of Work.
- C. When an item asks Offeror to describe methods, policies, procedures or systems, describe the logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described.
- D. Use straightforward language limited to facts, solutions to problems, and plans of proposed action.
- E. Limit the use of technical language to describing technical processes.
- F. Submit responses in the order listed below.

ITEMS:

1. Method of Approach:

- A. Offeror shall state the specific high-level category to which they are proposing and provide a narrative of how Offeror will effectively provide the temporary personnel services under the specific temporary staffing high-level category. The narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action:

- a. Accounting
- b. Administrative
- c. Call Center
- d. Data Entry
- e. Education
- f. Insurance
- g. Legal
- h. Light Industrial
- i. Marketing
- j. Medical / Healthcare
- k. Special Expertise
- l.

- B. Job Titles/Job Descriptions: Offeror shall use Attachment III to submit Job Title(s) and corresponding job description(s) that may fall under each high-level category.

- It is expected that when defining a lower job title and job description, it is assumed that the next higher level, a mid-level position per se, will entail the same qualifications as an entry level plus those mid-level qualifications. Therefore, for the next higher level job title, only the job description qualifications that delineate the higher level position(s) from the lower position shall be explained for that higher position job title.

- C. Understanding of Offer:

- a. Offeror's response is complete and demonstrates their ability to provide the services specified in the Scope of Work.
- b. Offer shall provide its policies and training procedures its personnel received prior to their work assignments.
- c. How is the skill level of personnel determined?
- d. Are assessment tests given to hired personnel?



Attachment II

Solicitation No.: RFP ADSPO13-00002527

PAGE
39

Description: Temporary Staffing Services

OF
44

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

- D. Workplace Preparedness: Describe the process Offeror uses to ensure the workplace readiness of temporary staff personnel, quality and timeliness of communication with the Customer.
- E. Communication: Offeror shall describe how the following are addressed
- Professional appearance;
 - Reliability – punctuality, attendance
 - Recruitment process
- A. Temporary Staffing Services:
- Provide details on your processes to accept temporary placement requests. This is the typical fulfillment process of temporary staffing beginning with initial request from Customer to actual placement.
 - Describe your methods used to initially screen assignment employees.
 - What is your success ratio in placing assignment employees?
 - What are your sources of obtaining assignment employees?
 - What is the turnover rate of your assignment employees?
 - What type of training is provided to your assignment employees?
 - To what extent is customer satisfaction measured and reported and what methods of determining customer satisfaction are used?
 - Discuss how you will ensure timely payments to your temporary staff.
 - Please provide Offeror's standard response times to telephone or voice mail messages from Customer.
 - What is the Offeror's standard process and timeframe in reporting to Customer of temporary staff absences and same-day replacement if requested?
2. Capacity of Offeror: Offeror's shall describe their organizational capacity to support the State and its Customer under any resultant contract.
- A. Subcontracting: Offeror's shall describe their Subcontractors used in the provision of the Services. Offeror's shall provide evidence of their training, experience and performance supporting similar Customers. Offeror's shall include Subcontractor Key Personnel as part of Attachment I.
- B. Offeror Organization: Offeror's total organization, management and ownership structure. Include an organizational chart clearly delineating each entity within the organization
- C. Experience / Background: Disclose education as it relates to providing services, expertise and experience (this shall relate to subcontractors as well) pertaining to the staff that will be providing services in a possible resultant contract.
- Provide a brief history of the organization which shall include substantial evidence your company has provided these types of services, include customer names, project details, start/complete dates and description of services provided, issues and description of how issues were resolved.
 - Submit a description of services provided to other government entities (within and/or outside of Arizona) requesting a similar scope. Provide extensive details of those services provided as they compare with those described within this Solicitation.
- D. Legal: Is Offeror involved in any legal proceedings, lawsuits or governmental regulatory actions taken or pending, and any contractual demands for assurance regarding the provision of similar services?
- YES
(List any past and/or pending litigation or disputes relating to the services described herein with which your company has been involved within the last five (5) years. The list shall include the other company's name, name of the project, the nature of the litigation, and the current status of the dispute. Also list any contractual demands for assurance regarding the provision of similar services).
- NO



Attachment II

Solicitation No.: RFP ADSPO13-00002527

PAGE
40

Description: Temporary Staffing Services

OF
44

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

3. Price Submission.

- a. Offeror's are to submit in ProcureAZ their hourly rate using the Unit Cost field, additionally use the Alternate description field following format:

Category — Job Title - Job Description for each temporary staff position being proposed.

If additional line items are required, provide a Microsoft Excel spreadsheet (.xls) or (.xlsx) in the following field format.

Category – Job Title - Job Description – hourly rate

- b. If applicable, provide overtime, holiday and/or shift differential pay in this section (b) below.



Attachment III

Solicitation No.: RFP ADSP013-00002527

PAGE
41

Description: Temporary Staffing Services

OF
44

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

Attachment III – Job Titles and Job Descriptions

Scope of Work Reference #	JOB TITLE	JOB DESCRIPTION
(Insert additional Rows as needed under each category for subcategory job titles and job descriptions)		
<p>NOTE: When transitioning from an entry level position to mid-level, etc., Offeror shall ONLY reflect what additional duties or qualifications are involved in the higher position as describe in Section 1B "Method of Approach" on Attachment III.</p>		
3.1.1 - Accounting	Minimal Duties	General Duties & Qualifications include the following at a minimum – Knowledge of Generally Accepted Accounting Principles (GAAP); Knowledge of basic office equipment including a 10-key calculator, Familiarity or knowledge of basic accounting/bookkeeping terminology and concepts, Knowledge of computerized/automated accounting systems, Balancing calculated totals with receipts, posting credit or debit detail to accounting ledgers (e.g., receivables, payables, general ledger), Verifying the accuracy of vouchers, purchase orders, invoices or payments, Gathering data or researching; Must possess analytical skills, Performing various clerical duties. Offeror may add positions as applicable to this high-level category.
(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)
3.1.2 – Administrative / Clerical	Minimal Duties	General Duties & Qualifications include the following at a minimum - Knowledge of various office equipment including postage meter and 10-key calculator, Ability to accurately count materials / items, Knowledge of standard filing systems, Ability to do detailed work, Ability to perform simple mathematical calculations, Ability to follow instructions, Sorting and filing materials according to an alphabetic, numeric or color-coded system, Creating lists or directories, Verifying information on forms. Producing memos, letters, lists, reports, etc., from handwritten, typewritten or printed drafts, sorting and filing materials, Photocopying / using a facsimile machine; Ability to produce documents following company standards, Ability to proof and correct errors in documents, Knowledge of standard and electronic filing systems, Personal computer (PC), Photocopy machine, Printer and 10-Key calculator. Proficient at grammar, spelling, punctuation, and proofreading. Offeror may add positions as applicable to this high-level category.
(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)
3.1.3 – Call Center	Minimal Duties	General Duties & Qualifications include the following at a minimum - Knowledge of basic office equipment including a personal computer, electronic key system (EKS), telephone and headset, Ability to communicate and record information accurately, Ability to question others to determine specific needs, Ability to deal with people patiently, Ability to proofread and correct errors, Receive and place telephone calls, Fill out and verify information on forms or records, Proofread to verify that forms are completed properly. Offeror may add positions as applicable to this high-level category.
(Insert sub-category)	(Insert job title)	(Insert job description)



Attachment III

Solicitation No.: RFP ADSPO13-00002527

PAGE
42

Description: Temporary Staffing Services

OF
44

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

(Insert sub-category)	(Insert job title)	(Insert job description)
3.1.4 – Data Entry	Minimal Duties	General Duties & Qualifications include the following at a minimum - Knowledge of basic office equipment including personal computer / CRT, mainframe and 10-Key calculator, Ability to follow instructions, Ability to perform repetitive work, Ability to do detailed work, Ability to proofread and correct errors, Inputting information into a computer, Accessing information from a computer, Verifying information on a screen, Performing various clerical duties. Responsible for editing, processing (data entry) and distribution of raw source documents; Consults with supervisor in providing needed information for keying process; Adheres to strict batch processing schedule to meet deadlines; Skills/Qualifications: Data Entry Skills, Typing, Confidentiality, Attention to Detail, Thoroughness, Independence, Documentation Skills, Problem Solving, Analyzing Information, Dependability, Results Driven. Offeror may add positions as applicable to this high-level category.
(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)
3.1.5 – Education	Minimal Duties	General Duties & Qualifications include the following at a minimum - Bachelor's degree from an accredited institution with a valid Arizona teaching, administrative or substitute teacher certificate, Ability to follow pre-developed lesson plans, Ability to establish and maintain a quality learning environment, Ability to verbally communicate learning concepts, Ability to work within the guidelines and policies of school administration, Ability to remain on feet for long periods of time, Organizational ability, Patience, Desire to work with children. Offeror may add positions as applicable to this high-level category.
(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)
3.1.6 – Insurance	Minimal Duties	General Duties & Qualifications include the following at a minimum - Considerable knowledge of insurance industry and medical terminology, ability to understand, investigate, negotiate, settle, analyze and evaluate information from engineers, architects, contractors, accountants, CPAs, physicians, etc., Ability to interpret and apply Federal and State statutes, rules, and policies and procedures of State government, universities and county court systems and the legal rules of civil procedures in both Federal and State lawsuits, Skill in customer service and interpersonal relations as applied to contracts with other agency staff, representatives of other governmental agencies, carriers, medical providers, claimant's dependents, employers, attorneys and the public, Skill in negotiating claim settlements with claimants, attorneys and/or third parties, Skill in written and oral communication, Skill in electronic communications including claim evaluation reports, Skill in planning, organizing, interpreting and analyzing complex legal, medical, economic, accident reconstruction and contractual situations to reach logical conclusions and reasonable recommendations, Knowledge of labor market conditions, Knowledge of State government, structure and functions, Knowledge of insurance industry and medical terminology. Valid Arizona driver's license. Offeror may add positions as applicable to this high-level category.
(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)



Attachment III

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

Solicitation No.: RFP ADSP013-00002527

PAGE
43

Description: Temporary Staffing Services

OF
44

3.1.7 – Legal	Minimal Duties	General Duties & Qualifications include the following at a minimum - Knowledge of legal terminology and legal environment required, Producing documents such as letters, memos, proposals and statistical material, Transcribing shorthand notes, Transcribing from voice recordings, Proofreading and correcting documents, Placing, receiving and routing phone calls, Scheduling appointments, Making travel or meeting arrangements, Handling incoming and outgoing mail, Compiling information and record keeping, Photocopying / using a facsimile machine, Performing simple mathematical calculations, Ability to produce documents following company standards, Ability to proofread and correct errors in documents, Ability to communicate clearly and accurately, Ability to use Dictation / transcription equipment, Electric / electronic typewriter, Facsimile machine, Personal computer (PC) and Photocopy machine. Offeror may add positions as applicable to this high-level category.
(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)
3.1.8 – Light Industrial	Minimal Duties	General Duties & Qualifications include the following at a minimum - Ability to use a variety of tools / maintenance equipment, Possess manual dexterity, Ability to perform repetitive work, Ability to follow instructions, Ability to identify flaws or imperfections in a product, Ability to handle large objects, Ability to transport items weighing up to 75 pounds, Ability to accurately count materials, Ability to walk, sit or stand for long periods of time, Knowledge of safety requirements or procedures, Safety steel toed shoes required, possess a valid Arizona's Driver's License as required by customer, Checking or inspecting materials / products to make sure they meet standards, Verifying information or accessing information in tables / lists, Counting materials and performing simple mathematical calculations, Copying numbers, codes or other information and filling out forms, Removing dirt and trash from work areas, Cleaning floors, sinks, toilets, bathtubs or showers, Dusting or wiping furniture, fixtures or equipment, Maintaining company grounds, Setting up tables, chairs or equipment, Packing materials or products into shipping containers, Sealing or wrapping packages for shipment, Placing labels or stickers on materials, Unpacking incoming materials, Checking materials for proper quantities, Requesting materials from an in-house source, Ability to meet Department of Health standards for food workers, Washing dishes, pans and utensils. Offeror may add positions as applicable to this high-level category..
(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)
3.1.9 – Marketing	Minimal Duties	General Duties & Qualifications include the following at a minimum - Handling stock / supplies, Counting items / materials, Performing simple mathematical calculations, Ability to transport items weighing up to 25 pounds, Ability to stand, sit or walk for long periods of time, Ability to use a calculator/10-key calculator/Cash register, Answering product questions, Distributing flyers, samples, etc., Ability to communicate clearly and accurately, Ability to learn a company's products or services, Greeting and assisting visitors / delegates / conferees who attend conventions, seminars, trade shows, exhibits or other events, Placing, receiving and routing phone calls, Taking messages, Ability to interact with others using tact and diplomacy, Ability to deal with people patiently, Ability to record information. Offeror may add positions as applicable to this high-level category.



Attachment III

Solicitation No.: RFP ADSPO13-00002527

PAGE
44

Description: Temporary Staffing Services

OF
44

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

(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)
3.1.10 – Medical / Healthcare	Minimal Duties	<p>General Duties & Qualifications include the following at a minimum - Knowledge of medical terminology and medical environment required, Knowledge of basic office equipment; Familiarity / knowledge of basic accounting terminology and concepts, Knowledge of computerized accounting systems, Balancing calculated totals with receipts, posting credit or debit detail to accounting ledgers (e.g., receivables, payables, general ledger), Verifying the accuracy of vouchers, purchase orders, invoices or payments, Performing various clerical duties, Knowledge of basic office equipment including microfilm / fiche camera, microfilm / fiche reader or printer, postage meter and 10-key calculator, Ability to accurately count materials / items, Knowledge of standard filing systems, Ability to do detailed work, Ability to perform simple mathematical calculations, Ability to follow instructions, Sorting and filing materials according to an alphabetic, numeric or color-coded system, Creating lists or directories, Verifying information on forms. Producing documents such as letters, memos, proposals and statistical material, Transcribing shorthand notes, Transcribing from voice recordings, Proofreading and correcting documents, Placing, receiving and routing phone calls, Scheduling appointments, Making travel or meeting arrangements, Handling incoming and outgoing mail, Compiling information and record keeping, Photocopying / using a facsimile machine, Performing simple mathematical calculations, Ability to produce documents following company standards, Ability to proofread and correct errors in documents, Ability to communicate clearly and accurately, Ability to use Facsimile machine, Personal computer (PC) and Printer/Copier Offeror may add positions as applicable to this high-level category.</p>
(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)
3.1.11 – Special Expertise	Minimal Duties	<p>General Duties & Qualifications include following – Knowledge of standard office practices, procedures, equipment and adult learning techniques. Bachelor's degree and work in area of expertise for a minimum of three years along with a proven track record. Must have excellent written and verbal communication skills, be proficient in research, interpreting, and analyzing diverse data and possess the ability to work collaboratively and independently to achieve stated goals. Must possess excellent problem solving skills. Responds quickly to customer requests and handle stressful situations in a professional manner. Offeror may add positions as applicable to this high-level category.</p>
(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)

(End of Solicitation)



Attachment III

Solicitation No.: RFP ADSP013-00002527

PAGE

Description: Temporary Staffing Services

OF
85

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

Attachment III – Job Titles and Job Descriptions

Scope of Work Reference #	JOB TITLE	JOB DESCRIPTION
(Insert additional Rows as needed under each category for subcategory job titles and job descriptions)		
<p>NOTE: When transitioning from an entry level position to mid-level, etc., Offeror shall ONLY reflect what additional duties or qualifications are involved in the higher position as describe in Section 1B “Method of Approach” on Attachment III.</p>		
3.1.1 - Accounting	Accounting Clerk 1 Entry Level Bill Rate; \$10.61	Duties and qualifications shall include the following at a minimum; copying/coding numbers or other information and filling out forms. Sorting and filing materials (automated filing system). Counting materials, documents or other items. Revising spreadsheets, (inserting and deleting columns and rows) editing and inserting data (labels, figures, formulas) Basic knowledge of Excel, Access, Word. Ability to accurately input date into computer.
3.1.1 – Accounting	Accounting Clerk 1 Mid- level Bill Rate;\$13.98	Additional duties to that of the entry level 1 should include; 3 plus years in a clerk level position, skilled in performing simple mathematical calculations, posting to accounts (payables, receivables, general ledger) Placing collections calls and processing invoices.
3.1.1 Accounting	Accounting Clerk 1 Senior Level Bill Rate: \$15.84	Additional duties to that of the entry level and mid-level accounting clerk 1 should include 5 plus years in a clerk level position.
3.1.1 Accounting	Accountant 1 Entry Level Bill Rate: \$21.12	Duties and qualifications should include Accounting Clerk 1 Senior Level as well as the following at a minimum; sorting and counting money, issuing sales receipts/deposits slips, balancing and reconciling accounts. Determining formulas or calculations, preparing financial entries, determining appropriate account classifications using chart of accounts.
3.1.1 Accounting	Accountant 1 Mid-level Bill Rate: \$23.76	Additional duties to that of the Accountant 1 should include; producing financial and statistical reports from subsidiary ledgers. Preparing checks for payroll or payables. Preparing/issuing invoices, monthly statements or audit confirmations. Skill in preparing tables, graphs and charts. 3+ years experience in a senior accountant role.
3.1.1 Accounting	Accountant 1 Senior Level Bill Rate: 27.76	Additional duties to that of the Accountant 1 entry level and Accountant 1 mid level should include 5 + years experience in a senior accountant role and a Bachelors Degree in Accounting.
3.1.1 Accounting	Bookkeeper Entry Level Bill Rate: \$19.80	Duties and qualifications should include the following at a minimum; knowledge of spreadsheet software; Excel. Knowledge of various accounting functions such as payables, receivables, payroll, 10-key by touch. Enters and verifies transactions in GL accounts and journals, balances books, completes reconciliations.
3.1.1 Accounting	Bookkeeper Mid- Level Bill Rate: \$22.44	Additional duties to that of the entry level bookkeeper should include 2+ years experience as a bookkeeper, familiar with all bookkeeping functions involved in maintaining company financial records.



Attachment III

Solicitation No.: RFP ADSP013-00002527

PAGE

Description: Temporary Staffing Services

OF
85

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

3.1.1 Accounting	Bookkeeper Senior-level Bill Rate: \$25.72	Additional duties to that of the entry level bookkeeper should include 5+ years experience as a bookkeeper, familiar with all bookkeeping functions involved in maintaining company financial records, including cost accounting, trial balances, and profit and loss statements.
3.1.1 Accounting	Accounts Payable Entry level Bill Rate: \$12.70	Duties and qualifications should include at a minimum; review payable invoices for accuracy, match invoice or purchase order submitted for authorization of purchase, communicate with AP vendors to correct or modify invoices, code payables with correct general ledger codes, enter batches of coded invoices into computer.
3.1.1 Accounting	Accounts Payable Mid-level Bill Rate: \$15.24	Additional duties to that of the Accounts Payable Entry Level should include; updating the sub-ledger to the general ledger, processing manual or computerized checks, researching and resolving variety of customer inquiries regarding account balances.
3.1.1 Accounting	Accounts Payable Senior Level Bill Rate: \$17.16	Additional duties to that of the Accounts Payable Entry Level and Mid Level should include; reconcile month end reports, assign and monitor work of entry level and mid level employees, check the general ledger near month end for reasonable entries.
3.1.1 Accounting	Accounts Receivable Entry Level Bill Rate: \$12.70	Duties and qualifications should include at a minimum; demonstrating ten key skills with speed and accuracy, match payments to invoice sent, assign general ledger account codes on payments, file all invoices by customer name, process billing requests, take daily deposit to bank.
3.1.1 Accounting	Accounts Receivable Mid Level Bill Rate: \$15.24	Additional duties to that of the Accounts Receivable Entry Level should include; prepare aged receivables listing with information from sales journal, analyze and reconcile various accounts by researching and identifying error in posting, process remittance information from customer checks, drafts, and wire transfers, verify deposits and prepare documents for posting.
3.1.1 Accounting	Accounts Receivable Senior Level Bill Rate: \$17.16	Additional duties to that of the Accounts Receivable Entry Level and Mid Level should include; assist in performance of internal audit/external audits by compiling information, check the general ledger near month end for reasonable entries.
3.1.1 Accounting	Financial Analyst Entry- Level Bill Rate: \$24.48	Duties and qualifications should include at a minimum; developing spreadsheets to analyze data and track monthly variance analysis, compare actual verses budgeted numbers on income statement, maintain general ledger balance sheet, assist with preparation of year end closing, prepare quarterly consolidation report.
3.1.1 Accounting	Financial Analyst Mid Level Bill Rate: \$32.64	Duties and qualifications should include at a minimum of 3+ years; developing complex spreadsheets to analyze data and track monthly variance analysis, compare actual verses budgeted numbers on income statement, maintain general ledger balance sheet, assist with preparation of year end closing, prepare quarterly consolidation report.
3.1.1 Accounting	Financial Analyst Senior Level Bill Rate: \$40.74	Additional duties to that of the Financial Analyst Mid Level should include; responsible for tax planning and compliance with all federal, state and local corporate, payroll and other applicable taxes. Ensure reports are filed with the SEC are in compliance with federal regulations. Perform risk analysis. 5+ years as a financial analyst, Bachelors Degree.



Attachment III

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

Solicitation No.: RFP ADSP013-00002527

PAGE

Description: Temporary Staffing Services

OF
85

		preparing reports, developing charts, tables, etc., for reports, maintaining library for retrieval / updating of documents, ability to prioritize work, ability to work on more than one task at a time, ability to process records / lists on a PC, ability to utilize multiple software.
3.1.2 – Administrative / Clerical	Administrative Assistant Mid-Level Bill Rate \$14.38	Additional duties and qualifications shall include the Administrative Assistant Entry Level duties and the following at a minimum: Maintaining a system for managing office routine, maintaining office supplies, ability to compose clear, correct sentences, ability to complete general clerical tasks, skill in formatting, editing, inputting and printing documents on a typewriter or PC, skill in using database, spreadsheet, word processing or other software – more than one software. 2 or more years of experience.
3.1.2 – Administrative / Clerical	Administrative Assistant Senior Level Bill Rate \$17.01	Additional duties and qualifications shall include Administrative Assistant Entry and Mid-Level as well as the following at a minimum: Handling administrative detail, producing statistical / numerical material (column layout), following and creating special formats to meet document requirements, ability to adapt quickly to changing conditions, ability to interact with all levels of management, ability to merge documents on a PC. 5 or more years of experience and some college.
3.1.2 – Administrative / Clerical	Executive Assistant Entry Level Bill Rate \$16.01	Additional duties and qualifications shall Administrative Assistant all levels as well as the following at a minimum: Taking minutes at meetings, handling meeting arrangements, agendas, notifications, etc., training / supervising others, producing material with technical terminology or in a foreign language, producing material with technical terminology or in a foreign language, Sorting and filing material using software (automated filing systems), advanced knowledge of computer software, specialized industry skill or knowledge. Able to work in a professional manner with executives from a variety of business and social backgrounds.
3.1.2 – Administrative / Clerical	Executive Assistant Mid- Level Bill Rate \$17.98	Additional duties and qualifications shall include Administrative Assistant all levels and Executive Assistant Entry Level as well as the following at a minimum: 2 or more years of experience, some college experience.
3.1.2 – Administrative / Clerical	Executive Assistant Senior Level Bill Rate \$20.08	Additional duties and qualifications shall include Administrative Assistant all levels and Executive Assistant Entry Level and Mid-Level as well as the following at a minimum: 5 or more years of experience and a college degree.
3.1.3 – Call Center	Minimal Duties	General Duties & Qualifications include the following at a minimum - knowledge of basic office equipment including a personal computer, electronic key system (EKS), telephone and headset, ability to communicate and record information accurately, ability to question others to determine specific needs, ability to deal with people patiently, ability to proofread and correct errors, receive and place telephone calls, fill out and verify information on forms or records, proofread to verify that forms are completed properly. Offeror may add positions as applicable to this high-level category.



Attachment III

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


Solicitation No.: RFP ADSP013-00002527

PAGE

Description: Temporary Staffing Services

OF
85

3.1.3 – Call Center	Customer Service Inbound Entry level Bill Rate \$ 11.67	Additional duties and qualifications shall include the following at a minimum: Receiving customer inquiries about a product or service, providing information to callers regarding a product or service recording and confirming customer orders, complaints or service information, direct calls for further problem resolution, skill in inputting and accessing information on paper, PC or CRT, skill in using database, data entry or single windows software.
3.1.3 – Call Center	Customer Service Inbound Mid level Bill Rate \$ 14.48	Additional duties and qualifications shall include Customer Service Entry Level as well as the following at a minimum: Handle large accounts or more difficult issues, lead, teach, guide and/or motivate teams, first level problem resolution and 2 or more years of experience.
3.1.3 – Call Center	Customer Service Inbound Senior level Bill Rate \$16.98	Additional duties and qualifications shall include Customer Service Entry Level, Mid Level as well as the following at a minimum: Handle large accounts or more difficult issues, lead, teach, guide and/or motivate teams, first level problem resolution and 5 or more years of experience.
3.1.3 – Call Center	Customer Service Outbound Entry Level Bill Rate \$ 11.77	Additional duties and qualifications shall include the following at a minimum: Place outbound calls, gather account status information, and gather customer complaint information, direct calls for further problem resolution.
3.1.3 – Call Center	Customer Service Outbound Mid-Level Bill Rate \$ 13.08	Additional duties and qualifications shall include Customer Service Outbound Entry Level as well as the following at a minimum: Place large volume daily calls, handle more difficult situations, manage, guide, and motivate teams and 2 or more years of experience.
3.1.3 – Call Center	Customer Service Outbound Senior-Level Bill Rate \$ 15.70	Additional duties and qualifications shall include Customer Service Outbound Entry Level and Mid-Level as well as the following at a minimum: Place large volume daily calls, handle more difficult situations, manage, guide, and motivate teams and 5 or more years of experience.
3.1.3 – Call Center	Market Research Inbound Entry Level Bill Rate \$ 11.43	Additional duties and qualifications shall include the following at a minimum: Receive incoming calls resulting from mass mailings or product demonstration, gather information about caller's experience and/or opinion of product or service, ability to lead, teach, guide, motivate team.
3.1.3 – Call Center	Market Research Inbound Mid- Level Bill Rate \$13.97	Additional duties and qualifications shall include Entry Level duties and the following at a minimum: 2 or more years of experience.
3.1.3 – Call Center	Market Research Inbound Senior Level Bill Rate \$16.51	Additional duties and qualifications shall include Entry Level duties and the following at a minimum: 5 or more years of experience.

	Solicitation Amendment 1		State of Arizona State Procurement Office 100 N. 15 TH Avenue, Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSPO13-00002527	Page 1	
	Description: Temporary Staffing Services	OF 1	
Amendment No.: 1			

Pursuant to the Uniform Instructions to Offerors, Item C.7, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

The following attachments are hereby modified as follows:

1. **Attachment II** is modified to correct formatting error.
 - a. Letter A. **“Temporary Staffing Services”**, is hereby modified to reflect correct letter F. **“Temporary Staffing Services”**
2. **Scope of Work Section 3.1.11** is modified to remove subcategory:
 - a. Suggested subcategory **“Procurement”** is hereby removed as this subcategory will not be considered for this solicitation.

ACKNOWLEDGEMENT

ACKNOWLEDGEMENT OF SOLICITATION AMENDMENT SHALL BE DONE ELECTRONICALLY PRIOR TO OFFER DUE DATE AND TIME. All other all terms, conditions, specifications and amendments to the Solicitation remain unchanged



Contract Amendment

Contract No.: ADSPO13-043962

Amendment No.: 5

PAGE
1 OF 1

State of Arizona
State Procurement Office
100 N. 15TH Avenue, Suite 201
Phoenix, AZ 85007

CONTRACTOR:

Kelly Services, Inc.
8147 E Evans, Suite #3
Scottsdale, AZ 85260

CONTACT: Aimee Hathaway
PHONE: (602)264-0717
EMAIL: 1234@kellyservices.com

STATE AGENCY:

AZ Department of Administration
State Procurement Office
100 N. 15TH Avenue, Suite 201
Phoenix, AZ 85007

CONTACT: Cindy Tucker
PHONE: 602-364-1347
EMAIL: cindy.tucker@azdoa.gov

Temporary Staffing Services

1. In accordance with Special Terms and Conditions, Paragraph 21, Term of Contract, on Page 18, the aforementioned contract is hereby extended for an additional one-year period.
 - 1.1 The above referenced contract shall be extended from March 31, 2015 to April 1, 2016.
 - 1.2 Certificate of Insurance on file shall be in accordance with Special Terms and Conditions, Paragraph 12, Insurance Requirements on Page 13 shall be submitted for the third Term of the contract through March 31, 2016.
 - 1.3 All other terms and conditions remain the same.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above referenced contract amendment is hereby executed this date by the State.

Aimee Hathaway 2/24/15
Signature Date

Partnered Staffing Manager
Aimee Hathaway
Printed/Typed Name and Title

Cynthia L. Tucker

February 12, 2015
Signature Date

Cynthia L. Tucker
Cynthia L Tucker, Sr. Procurement Officer
Printed/Typed Name and Title

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
KELLY SERVICES, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this ___ day of _____, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Kelly Services, Inc., an Delaware corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On **March 25, 2013**, under the **Cooperative Purchasing Agreement with the Department of Administration, the State of Arizona** entered into a contract with Contractor to purchase the goods and services described in the **Temporary Staffing Services Contract No. ADSPO13-043962**, which is attached hereto as **Exhibit A**. The **Temporary Staff Services** permits its cooperative use by other governmental agencies including the City. The **Cooperative Purchasing Agreement with the Department of Administration** is hereinafter referred at as the Cooperative Purchasing Agreement.
- B. The term of the Cooperative Purchasing Agreement was extended to April 1, 2016 by Amendment No. 5.
- C. 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.
- D. 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 Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to 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 **March 25, 2013**, until the date the contract expires (as amended) on **April 1, 2016**, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The original Cooperative Purchasing Agreement, however, may not extend the contract beyond four one-year renewals. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until **April 1, 2016**. The City, however, may renew the term of this Agreement for **two one-year periods** until the Cooperative Purchasing Agreement expires in **2018**. Renewals are not automatic and shall occur only if the Cooperative Purchasing Agreement is renewed by the State and the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a **one-year** renewal.
2. Scope of Work; Terms, Conditions, and Specifications.
 - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached 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 C** hereto.
 - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed **two hundred thousand dollars (\$200,000)**.
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
6. Non-Discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor

to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

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:

Richard A. Bowers
Acting City Manager

“Contractor”

Kelly Services, Inc.,
a Delaware corporation

By:

Aimee Sauer

Name:

Aimee Sauer

Title:

Partnered Staffing Manager


ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Exhibit B

	Scope of Work		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: RFP ADSP013-00002527	PAGE 4	
	Description: Temporary Staffing Services	OF 44	

1. Introduction

The State of Arizona, its Agencies, Boards and Commissions (State) as well as Participating Members of the State Purchasing Cooperative (Cooperative), together the "Customer", have an ongoing requirement for various products and services as described herein. The purpose of this solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (ARS) 41-2501 et seq., to create a contract(s) from which the State and its Cooperative Members may acquire these products and services.

2. Purpose

The State of Arizona is seeking qualified temporary staff to fill a variety of temporary staff augmentation positions. The length of the assignments will vary from one (1) day to several months.

The resulting contract will be available for use by all State Agencies, Boards, Commissions, and/or eligible political divisions. After contracts have been awarded, Contractors should be aware that they are still competing against each other for temporary staffing positions with the Customer.

3. Scope of Services

Contractor shall provide a variety of temporary staff services covering sub-categories similar to those listed under the high-level categories herein.

3.1. Temporary Staff Categories

Under each high-level category identified below, only sample "sub-categories" have been included. Contractor may provide services that fall under one or more of the high-level categories. Attachment III contains the general or minimum job description qualifications for each high-level category.

3.1.1. Accounting

- o Accounting Clerk
- o Bookkeeper
- o Accountant

3.1.2. Administrative/Clerical

- o Receptionist
- o Administrative Assistant
- o Legal Assistant
- o General clerical
- o Clerk
- o Records Management Clerk
- o Tax and Remittance Processor

3.1.3. Call Center

- o Customer Service
- o Market Research
- o Sales
- o Help Desk Analyst
- o Collections

3.1.4. Data Entry

- o Offsite
- o Onsite



Scope of Work

Solicitation No.: RFP ADSP013-00002527

PAGE
5

Description: Temporary Staffing Services

OF
44

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

3.1.5. Education

- Elementary School Substitute
- Junior High School Substitute Teacher
- Senior High School Substitute Teacher
- Special Education Substitute Teacher

3.1.6. Insurance

- Claims Specialist
- Worker's Compensation Specialist
- Claims Adjuster

3.1.7. Legal

- Paralegal

3.1.8. Light Industrial

- Assembly
- Assembly Worker
- Precision Assembler
- Machine Tender
- Quality Control Inspector
- Auto Mechanic
- Welder
- Auto Body Painter

Food Services

- Food Service Worker
- Food Service Manager

Maintenance

- General Maintenance Worker
- Building Maintenance Worker
- Painter
- Housekeeper / Laundry
- Groundskeeper
- Janitor/Custodian


Materials Handling

- Inventory Worker
- Pick & Pack Worker
- Shipping / Receiving Worker
- Warehouse Worker
- Vehicle / Equipment Operator

3.1.9. Marketing

- Detailing
- Detailing Representative
- Sales & Promotion
- Sampler
- Demonstrator
- Comparison Shopper
- Trade Shows & Seminars
- Host / Hostess
- Booth Attendant

3.1.10. Medical / Healthcare

	Scope of Work		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: RFP ADSPO13-00002527	PAGE 6	
	Description: Temporary Staffing Services	OF 44	

- o Medical Biller
- o Medical Records Clerk
- o Medical Secretary
- o Medical Analyst

3.1.11. Special Expertise

- o Writing Expert (Grant, Policy, Technical, Processes & Procedures)
- o Procurement

3.2. Location of work

All work shall be performed on Customer property. By mutual written consent between the Contractor and the Customer, certain projects may be performed offsite. The majority of the Customers to be served pursuant to this contract are in four (4) distinct parts of the State: Maricopa County, Tucson, Flagstaff and Yuma. Other geographical State areas are allowable under this contract.

3.3. Hours of Work

Work schedules shall be established by the Customer. Most Services will be provided to the requesting agency primarily during normal business hours (8:00 A.M. to 5:00 P.M.), Monday through Friday.

3.3.1. For the purpose of this contract shifts are defined as follows:

- 1st shift – 6:00 A.M. to 6:00 P.M.
- 2nd shift – 2:00 P.M. to 12:00 A.M.
- 3rd shift – 7:00 P.M. to 6:00 A.M.

3.3.2. Overtime

Overtime shall be defined as any time in excess of forty (40) hours per week. Overtime must be approved in writing, in advance, by the Customer in order to be reimbursable. Weekend work shall not be considered overtime unless in excess of forty (40) hours. The pay rate shall not be more than time and one half for all approved overtime hours.

3.4. Supervision

Contractor's employees shall be supervised by the Customer. The Customer shall have direct control over daily activities of the Contractor's employees. Work policies, procedures, and standards established by the Customer shall be followed at all times.

4. Contractor Requirements

4.1. General Requirements

- 4.1.1. Work Start. No work shall be performed until a Purchase Order has been received from the requesting Customer.
- 4.1.2. All personnel assigned must be employees of the Contractor at the time of any specific work assignment to the Customer.
- 4.1.3. Before making a referral of one of its employees, the Contractor shall assure that the employee has, at a minimum, the required qualifications for the assignment and is able to perform the duties required by the Customer.
- 4.1.4. The Contractor shall assign only those employees that have been thoroughly apprised of working conditions, job duties and hours.
- 4.1.5. The Contractor's employees shall conform in all respects with regard to physical, fire and security / safety regulations while on the Customer's premises.
- 4.1.6. Contractor shall be responsible for obtaining all rules, regulations, policies, etc. from the Customer. In the event any such employee fails to adhere to the Customer's directions or security / safety regulations, or demonstrate that they are not qualified to perform the required duties, the Customer shall notify the



Scope of Work

Solicitation No.: RFP ADSP013-00002527

PAGE
7

Description: Temporary Staffing Services

OF
44

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

Contractor who shall replace the employee within two (2) working days at no cost to the Customer (including, but not limited to, training time, background checks, ID badges, drug testing, etc.). This also applies to any employee that leaves, for any reason, before the assignment is completed. When an employee leaves, at any time, the Contractor shall be responsible for any unreturned keys, cost of finger printing, ID badges, etc. If such items are not returned to the Customer within five (5) working days the Customer shall send an invoice to the Contractor for the exact replacement cost. The Contractor shall pay this invoice within fourteen (14) days.

4.1.7. No charges shall apply to the Customer for employees who fail to complete a minimum of sixteen (16) hours due to dissatisfaction with working conditions, job duties or hours.

4.1.8. Personnel provided by the Contractor shall follow all Customer work policies, procedures, and standards including, but not limited to:

- No smoking, eating, drinking in work area
- Signing in and presenting positive identification upon reporting for duty
- Interacting cordially with the Customer's personnel
- Responding professionally to Customer supervisory personnel
- Adhering to Customer dress code policies
- Parking in Customer assigned locations while reporting for duty
- Following other Customer rules as required
- Breaks and Lunch Schedules

4.1.9. If an employee leaves one Contractor for another Contractor, the Customer may choose to not allow that employee to continue his or her assignment.

4.2. Special Requirements

4.2.1. Invoice – Invoices shall be submitted to the applicable Agency and shall reflect at a minimum, the following:

- Contract or P.O. Number
- The Vendor ID number as defined in ProcureAZ
- Vendor Name
- Bill To
- Temporary Employee Name
- Employee Time sheet

4.2.2. Confidentiality / Non-disclosures

Depending on the hiring Agency, the Contractor's temporary staff shall be required to sign additional Confidentiality or Non-Disclosure Agreements based on assignment prior to the start of work.


4.3. Service Level Requirements

4.3.1. Non-Performance If any assigned employee does not satisfactorily perform any assigned duties, or if the Customer considers any conduct to be detrimental to the Customer's program, the Contractor shall withdraw the employee immediately upon notification. The withdrawn employee shall be replaced. Contractor shall not exceed sixteen (16) normal working hours, two (2) business days, to replace the withdrawn employee at no additional charge (including, but not limited to, training time, background checks, Identification badges, drug testing, etc.) to the Customer. This also applies to any employee that leaves, for any reason, before the assignment is completed.

4.4. Reporting Requirements

4.4.1. Time Sheets

4.4.2. Quarterly Reports (See Section 7 of the Special Terms and Conditions)


	Scope of Work		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: RFP ADSP013-00002527	PAGE 8	
	Description: Temporary Staffing Services	OF 44	

5. Customer responsibilities

For temporary employment requirements

- Customer shall provide all equipment, materials, supplies, tools, facilities, space and supervision necessary.
- Any initial Customer requirement such as drug testing, background check, finger printing, and identification badges shall be paid for by the Customer. In the event that the employee needs to be replaced as described in the section above, 4.1.6., these charges shall be reimbursed by the Contractor.
- Customer shall provide temporary staff new employee orientation as required.
- Customer must provide justification when requesting temporary employee changes.

6. Supplementing Products and Services - Products and Services available under the Contract are limited to the high-level categories included herein. If additional Products or Services are required as a supplement to the high-level category, this shall be agreed upon by each party by completing an Amendment to the Agreement. The Product or Service added shall be classified under those high-level categories that were originally awarded. Services in a high-level category that was not originally awarded shall not be supplemented.

	Attachment III		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: RFP ADSP013-00002527	PAGE	
	Description: Temporary Staffing Services	OF 85	

Attachment III – Job Titles and Job Descriptions		
Scope of Work Reference #	JOB TITLE	JOB DESCRIPTION
(Insert additional Rows as needed under each category for subcategory job titles and job descriptions)		
NOTE: When transitioning from an entry level position to mid-level, etc., Offeror shall ONLY reflect what additional duties or qualifications are involved in the higher position as describe in Section 1B "Method of Approach" on Attachment III.		
3.1.1 - Accounting	Accounting Clerk 1 Entry Level Bill Rate; \$10.61	Duties and qualifications shall include the following at a minimum; copying/coding numbers or other information and filling out forms. Sorting and filing materials (automated filing system). Counting materials, documents or other items. Revising spreadsheets, (inserting and deleting columns and rows) editing and inserting data (labels, figures, formulas) Basic knowledge of Excel, Access, Word. Ability to accurately input date into computer.
3.1.1 – Accounting	Accounting Clerk 1 Mid- level Bill Rate; \$13.98	Additional duties to that of the entry level 1 should include; 3 plus years in a clerk level position, skilled in performing simple mathematical calculations, posting to accounts (payables, receivables, general ledger) Placing collections calls and processing invoices.
3.1.1 Accounting	Accounting Clerk 1 Senior Level Bill Rate: \$15.84	Additional duties to that of the entry level and mid-level accounting clerk 1 should include 5 plus years in a clerk level position.
3.1.1 Accounting	Accountant 1 Entry Level Bill Rate: \$21.12	Duties and qualifications should include Accounting Clerk 1 Senior Level as well as the following at a minimum; sorting and counting money, issuing sales receipts/deposits slips, balancing and reconciling accounts. Determining formulas or calculations, preparing financial entries, determining appropriate account classifications using chart of accounts.
3.1.1 Accounting	Accountant 1 Mid-level Bill Rate: \$23.76	Additional duties to that of the Accountant 1 should include; producing financial and statistical reports from subsidiary ledgers. Preparing checks for payroll or payables. Preparing/issuing invoices, monthly statements or audit confirmations. Skill in preparing tables, graphs and charts. 3+ years experience in a senior accountant role.
3.1.1 Accounting	Accountant 1 Senior Level Bill Rate: 27.76	Additional duties to that of the Accountant 1 entry level and Accountant 1 mid level should include 5 + years experience in a senior accountant role and a Bachelors Degree in Accounting.
3.1.1 Accounting	Bookkeeper Entry Level Bill Rate: \$19.80	Duties and qualifications should include the following at a minimum; knowledge of spreadsheet software; Excel. Knowledge of various accounting functions such as payables, receivables, payroll, 10-key by touch. Enters and verifies transactions in GL accounts and journals, balances books, completes reconciliations.
3.1.1 Accounting	Bookkeeper Mid- Level Bill Rate: \$22.44	Additional duties to that of the entry level bookkeeper should include 2+ years experience as a bookkeeper, familiar with all bookkeeping functions involved in maintaining company financial records.



Attachment III

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

Solicitation No.: RFP ADSP013-00002527

PAGE

Description: Temporary Staffing Services

OF
85

3.1.1 Accounting	Bookkeeper Senior-level Bill Rate: \$25.72	Additional duties to that of the entry level bookkeeper should include 5+ years experience as a bookkeeper, familiar with all bookkeeping functions involved in maintaining company financial records, including cost accounting, trial balances, and profit and loss statements.
3.1.1 Accounting	Accounts Payable Entry level Bill Rate: \$12.70	Duties and qualifications should include at a minimum; review payable invoices for accuracy, match invoice or purchase order submitted for authorization of purchase, communicate with AP vendors to correct or modify invoices, code payables with correct general ledger codes, enter batches of coded invoices into computer.
3.1.1 Accounting	Accounts Payable Mid-level Bill Rate: \$15.24	Additional duties to that of the Accounts Payable Entry Level should include; updating the sub-ledger to the general ledger, processing manual or computerized checks, researching and resolving variety of customer inquiries regarding account balances.
3.1.1 Accounting	Accounts Payable Senior Level Bill Rate: \$17.16	Additional duties to that of the Accounts Payable Entry Level and Mid Level should include; reconcile month end reports, assign and monitor work of entry level and mid level employees, check the general ledger near month end for reasonable entries.
3.1.1 Accounting	Accounts Receivable Entry Level Bill Rate: \$12.70	Duties and qualifications should include at a minimum; demonstrating ten key skills with speed and accuracy, match payments to invoice sent, assign general ledger account codes on payments, file all invoices by customer name, process billing requests, take daily deposit to bank.
3.1.1 Accounting	Accounts Receivable Mid Level Bill Rate: \$15.24	Additional duties to that of the Accounts Receivable Entry Level should include; prepare aged receivables listing with information from sales journal, analyze and reconcile various accounts by researching and identifying error in posting, process remittance information from customer checks, drafts, and wire transfers, verify deposits and prepare documents for posting.
3.1.1 Accounting	Accounts Receivable Senior Level Bill Rate: \$17.16	Additional duties to that of the Accounts Receivable Entry Level and Mid Level should include; assist in performance of internal audit/external audits by compiling information, check the general ledger near month end for reasonable entries.
3.1.1 Accounting	Financial Analyst Entry- Level Bill Rate: \$24.48	Duties and qualifications should include at a minimum; developing spreadsheets to analyze data and track monthly variance analysis, compare actual verses budgeted numbers on income statement, maintain general ledger balance sheet, assist with preparation of year end closing, prepare quarterly consolidation report.
3.1.1 Accounting	Financial Analyst Mid Level Bill Rate: \$32.64	Duties and qualifications should include at a minimum of 3+ years; developing complex spreadsheets to analyze data and track monthly variance analysis, compare actual verses budgeted numbers on income statement, maintain general ledger balance sheet, assist with preparation of year end closing, prepare quarterly consolidation report.
3.1.1 Accounting	Financial Analyst Senior Level Bill Rate: \$40.74	Additional duties to that of the Financial Analyst Mid Level should include; responsible for tax planning and compliance with all federal, state and local corporate, payroll and other applicable taxes. Ensure reports are filed with the SEC are in compliance with federal regulations. Perform risk analysis. 5+ years as a financial analyst, Bachelors Degree.



Attachment III

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

Solicitation No.: RFP ADSP013-00002527

PAGE

Description: Temporary Staffing Services

OF
85

		preparing reports, developing charts, tables, etc., for reports, maintaining library for retrieval / updating of documents, ability to prioritize work, ability to work on more than one task at a time, ability to process records / lists on a PC, ability to utilize multiple software.
3.1.2 – Administrative / Clerical	Administrative Assistant Mid-Level Bill Rate \$14.38	Additional duties and qualifications shall include the Administrative Assistant Entry Level duties and the following at a minimum: Maintaining a system for managing office routine, maintaining office supplies, ability to compose clear, correct sentences, ability to complete general clerical tasks, skill in formatting, editing, inputting and printing documents on a typewriter or PC, skill in using database, spreadsheet, word processing or other software – more than one software. 2 or more years of experience.
3.1.2 – Administrative / Clerical	Administrative Assistant Senior Level Bill Rate \$17.01	Additional duties and qualifications shall include Administrative Assistant Entry and Mid-Level as well as the following at a minimum: Handling administrative detail, producing statistical / numerical material (column layout), following and creating special formats to meet document requirements, ability to adapt quickly to changing conditions, ability to interact with all levels of management, ability to merge documents on a PC. 5 or more years of experience and some college.
3.1.2 – Administrative / Clerical	Executive Assistant Entry Level Bill Rate \$16.01	Additional duties and qualifications shall include Administrative Assistant all levels as well as the following at a minimum: Taking minutes at meetings, handling meeting arrangements, agendas, notifications, etc., training / supervising others, producing material with technical terminology or in a foreign language, producing material with technical terminology or in a foreign language, Sorting and filing material using software (automated filing systems), advanced knowledge of computer software, specialized industry skill or knowledge. Able to work in a professional manner with executives from a variety of business and social backgrounds.
3.1.2 – Administrative / Clerical	Executive Assistant Mid- Level Bill Rate \$17.98	Additional duties and qualifications shall include Administrative Assistant all levels and Executive Assistant Entry Level as well as the following at a minimum: 2 or more years of experience, some college experience.
3.1.2 – Administrative / Clerical	Executive Assistant Senior Level Bill Rate \$20.08	Additional duties and qualifications shall include Administrative Assistant all levels and Executive Assistant Entry Level and Mid-Level as well as the following at a minimum: 5 or more years of experience and a college degree.
3.1.3 – Call Center	Minimal Duties	General Duties & Qualifications include the following at a minimum - knowledge of basic office equipment including a personal computer, electronic key system (EKS), telephone and headset, ability to communicate and record information accurately, ability to question others to determine specific needs, ability to deal with people patiently, ability to proofread and correct errors, receive and place telephone calls, fill out and verify information on forms or records, proofread to verify that forms are completed properly. Offeror may add positions as applicable to this high-level category.



Attachment III

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

Solicitation No.: RFP ADSPO13-00002527

PAGE

Description: Temporary Staffing Services

OF
85

3.1.3 – Call Center	Customer Service Inbound Entry level Bill Rate \$ 11.67	Additional duties and qualifications shall include the following at a minimum: Receiving customer inquiries about a product or service, providing information to callers regarding a product or service recording and confirming customer orders, complaints or service information, direct calls for further problem resolution, skill in inputting and accessing information on paper, PC or CRT, skill in using database, data entry or single windows software.
3.1.3 – Call Center	Customer Service Inbound Mid level Bill Rate \$ 14.48	Additional duties and qualifications shall include Customer Service Entry Level as well as the following at a minimum: Handle large accounts or more difficult issues, lead, teach, guide and/or motivate teams, first level problem resolution and 2 or more years of experience.
3.1.3 – Call Center	Customer Service Inbound Senior level Bill Rate \$16.98	Additional duties and qualifications shall include Customer Service Entry Level, Mid Level as well as the following at a minimum: Handle large accounts or more difficult issues, lead, teach, guide and/or motivate teams, first level problem resolution and 5 or more years of experience.
3.1.3 – Call Center	Customer Service Outbound Entry Level Bill Rate \$ 11.77	Additional duties and qualifications shall include the following at a minimum: Place outbound calls, gather account status information, and gather customer complaint information, direct calls for further problem resolution.
3.1.3 – Call Center	Customer Service Outbound Mid-Level Bill Rate \$ 13.08	Additional duties and qualifications shall include Customer Service Outbound Entry Level as well as the following at a minimum: Place large volume daily calls, handle more difficult situations, manage, guide, and motivate teams and 2 or more years of experience.
3.1.3 – Call Center	Customer Service Outbound Senior-Level Bill Rate \$ 15.70	Additional duties and qualifications shall include Customer Service Outbound Entry Level and Mid-Level as well as the following at a minimum: Place large volume daily calls, handle more difficult situations, manage, guide, and motivate teams and 5 or more years of experience.
3.1.3 – Call Center	Market Research Inbound Entry Level Bill Rate \$ 11.43	Additional duties and qualifications shall include the following at a minimum: Receive incoming calls resulting from mass mailings or product demonstration, gather information about caller's experience and/or opinion of product or service, ability to lead, teach, guide, motivate team.
3.1.3 – Call Center	Market Research Inbound Mid- Level Bill Rate \$13.97	Additional duties and qualifications shall include Entry Level duties and the following at a minimum: 2 or more years of experience.
3.1.3 – Call Center	Market Research Inbound Senior Level Bill Rate \$16.51	Additional duties and qualifications shall include Entry Level duties and the following at a minimum: 5 or more years of experience.



Legislation Description

File #: 15-235, Version: 1

AUTHORIZATION TO APPROVE THE RENEWAL OF AN ANNUAL ICAPTURE SOFTWARE LICENSE SUPPORT AGREEMENT WITH IMPRESSION TECHNOLOGY, INC.

Staff Contact: Tom Duensing, Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to approve the renewal of an annual iCapture software license support agreement with Impression Technology, Inc. for one year pursuant to contract numbers C-7133 and C-7133-1 for an amount not to exceed \$51,729, and to authorize the City Manager to execute all documents necessary to implement the maintenance renewal for the period of May 10, 2015 through May 9, 2016.

Background

On August 11, 2009, the City Council awarded contract number C-7133 to Impression Technology, Inc. to lease a scanner and purchase scanning software. The City uses the scanner and the software to process monthly utility bills, sales tax documents, and payments. The agreement for annual software maintenance provides technical support, software updates and fixes, and upgrade rights. The contract also allows for the continuation of maintenance on the software annually upon mutual agreement by both parties.

Under the current contract with Impression Technology, Inc., the cost for one year of maintenance is \$46,729 and covers the period of May 10, 2015 through May 9, 2016; in addition, \$5,000 contingency is being requested to allow the City the flexibility to add licenses, if needed, to be purchased during this one-year period.

Analysis

Impression Technology, Inc. is the creator of the scanner software and currently provides the 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 scanner for the next year.

Previous Related Council Action

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

On August 11, 2009, City Council authorized the City Manager to enter into agreements with Impression Technology, Inc. for the scanner software.

Community Benefit/Public Involvement

Impression Technology, Inc. provides the software that allows the scanning of sales tax documents and utility bill payments, which are then uploaded to the sales tax and utility billing systems daily to update customer accounts expeditiously.

Budget and Financial Impacts

Cost	Fund-Department-Account
\$ 20,691.60	2360-17020-518200, Customer Service Office
\$ 31,037.40	1000-11340-518200, License/Collection

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 4
 ICAPTURE SOFTWARE LICENSE AGREEMENT (Contract No. C-7133)
 City of Glendale Solicitation No. 09-15

This Amendment No. 4 ("Amendment") for iCapture Software License Support Agreement is made to be effective ____ day of _____, 2015 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Impression Technology Inc., a California corporation.

RECITALS

- A. City and Contractor previously entered into a Software License Agreement, Contract No. C-7133, dated August 11, 2009 ("Agreement"); and
- B. In 2010, the City and Contractor previously entered into Change Order No. C-7133-1 to incorporate the additional requirements for remittance payment processing for Tax and License and Utility bills; and
- C. City and Contractor previously entered into Contract Amendment No. 2, extending the term of the Agreement from May 10, 2014 through May 9, 2015; and
- D. City and Contractor previously entered into Contract Amendment No. 3, extending the lease of the Kodak s1740 high-speed scanner for a one-year period from September 10, 2014 through September 9, 2015 with the option to purchase the Kodak s1740 high-speed scanner for \$1 at the end of this lease period (September 9, 2015); and
- E. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

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

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
2. **Term.** The term of the Agreement is extended for a one-year period from May 10, 2015 through May 9, 2016, unless terminated, or canceled as provided within the Agreement. All other provisions of the Agreement shall remain in their entirety.

mb

3. **Compensation.** The compensation remains unchanged and is as set forth in C-7133, Attachment A, Table 2 and C-7133-1, Section 8, Table 2.
4. **Insurance Certificate.** The existing insurance certificate is expiring and a new certificate applying to the extended term is required and must be received by the Contract Specialist prior to the execution of this Amendment.
5. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona
municipal corporation

Richard A. Bowers, Acting City Manager

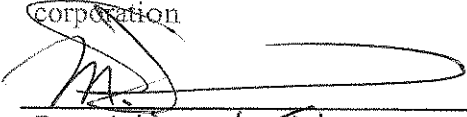
ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Impression Technology Inc., a California
corporation



By: Michael Tokuyama
Its: President

md

C-7133
08/11/2009

iCapture™

Software License Agreement September 14, 2007

Revised for City of Glendale on October 19, 2009



Impression Technology, Inc.
1777 N. California Blvd. Suite 240
Walnut Creek, CA 94596-4684

925.280.0010 / 925.280.0092 Office/Fax
www.impression-technology.co

SOFTWARE LICENSE AGREEMENT

Between IMPRESSION TECHNOLOGY
And CITY OF Glendale

This Software License Agreement ("Agreement") is entered into by and between Impression Technology, Inc., a California corporation ("Licensor") and the licensee, the City of Glendale, an Arizona municipal corporation ("City"), as of the date last executed by the Parties ("Effective Date"). Licensor and City are individually referred to as "Party" and collectively as "Parties" throughout this Agreement, and the words Party and Parties shall be construed accordingly. Licensor hereby agrees to grant City certain licenses to the Software as defined (the "License"), subject to the terms and conditions of this Agreement which are attached and the Exhibits set forth below. Any modifications or amendments to this Agreement may be made by an addendum signed by an authorized officer of the Parties ("Agreement Addendum") to be attached to this Agreement.

BOTH PARTIES ACKNOWLEDGE HAVING READ THE TERMS AND CONDITIONS SET FORTH ON THIS FACING PAGE AND ATTACHED HERETO, UNDERSTANDING ALL TERMS AND CONDITIONS, AND AGREEING TO BE BOUND THEREBY.

IN WITNESS WHEREOF, the Parties herein have caused this Agreement to be executed in triplicate originals.

IMPRESSION TECHNOLOGY, INC., a
California corporation

CITY OF GLENDALE,
an Arizona municipal corporation

By: 

By: 

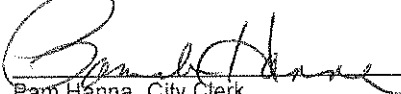
Title: MICHAEL TOUVANYAN

Its: Ed Beasley


Date: 11/19/09

Date: December 3rd, 2009

ATTEST:


Pam Hanna, City Clerk

APPROVED AS TO FORM:


Craig Tindall, City Attorney

SOFTWARE LICENSE AGREEMENT TERMS AND CONDITIONS

1. DEFINITIONS.

For purposes of this Agreement, the following terms shall have the following meanings:

"**Client**" is a user (which includes but is not restricted to an employee or consultant of City) who is permitted access to the City data files using the Software.

"**Documentation**" means the user and technical manuals and documentation regarding the Software, whether in hard copy, magnetic or electronic media or other form, provided by Licensor to City. Documentation includes, but is not limited to, the reference manuals and user guides and manuals, operating instructions, input information, format specifications, instructional and other documentation, published specification and other documentation related to the Software.

"**Software**" means Licensor's iCapture software residing on a single or multiple servers at the locations specified on the Facing Page and any software modules which are included with such Software.

"**Update**" means a revised version of the original Software containing updates or modifications of the Software that Licensor provides to City. The term Update includes revisions to any Documentation associated with the Software.

2. INSTALLATION AND DELIVERY.

2.1 Except as otherwise agreed between the parties, City shall be solely responsible for installation of the Software and for any conversion of data required in connection with City's use of the Software to make such data compatible with the Software.

3. LICENSE GRANT.

3.1 **Software License.** Licensor shall provide to City, by CDROM or electronically (as agreed between the Parties), one copy of the Software, in machine-readable object code, solely for City's use pursuant to this Agreement. Subject to the terms and conditions of this Agreement, Licensor hereby grants to the City a non-exclusive, non-transferable, restricted license to install and use the Software on the servers designated on the facing page, in machine-readable object code. Such License shall allow City the right to allow up to that number of Clients to access City's designated data files and to:

- (A) use the Software for manipulating, sorting, archiving and accessing City's data files on that number of servers as is permitted under this Agreement;
- (B) use the Documentation;
- (C) reproduce, modify, or adapt the Documentation for Clients in connection with the exercise of the License granted with respect to the Software and Documentation, provided that all notices, restrictions and trademarks are left intact.

3.2 **Source Code.** City and its Clients shall not have the right to receive or use the Source Code of the Software.

3.3 **Changes.** Any change by City to the Software requires Licensor's written consent for such modification or change.

4. LICENSE FEE; TAXES.

4.1 **City Fee.** As consideration for the license granted to City hereunder, City shall pay to Licensor the initial License Fee specified in any addendum to the Agreement ("Agreement Addendum"), reference Attachment A - System Support and Maintenance and Support Fees.

- 4.2 Client Access Fees. Additional license fees shall be payable on any additional features elected by City, for any increase by City in the number of Clients who are permitted access to, or can simultaneously access, City's data files at any given point in time. Such additional fees shall be payable in accordance with the terms in any Agreement Addendum.
- 4.3 Payment. Payments shall be paid to Licensor within thirty (30) days after City's receipt of Licensor's invoice therefore.
- 4.4 Taxes. City shall pay all sales, use and other taxes (excluding taxes on Licensor's income) imposed by any jurisdiction arising out of or related to the License granted under this Agreement, or on City's use of the Software, regardless of when such tax liability is asserted. Licensor warrants that it has researched and will apply all known taxes applicable to the transaction contemplated under this Agreement concurrent with its execution.

5. RESTRICTIONS.

- 5.1 Authorized Use Only. City shall: (a) adopt and enforce such internal policies, procedures and monitoring mechanisms as are necessary to ensure that the Software is used only in accordance with the terms of Section 3 hereof; and (b) take all steps necessary to ensure that no person or entity will have unauthorized access to the Software.
- 5.2 Unauthorized Access. City shall not: (a) assign, sublicense, lease, encumber or otherwise transfer or attempt to transfer the Software or any portion thereof, other than in accordance with Section 13.3 hereof; or (b) except for access by Clients to the Software as permitted by this Agreement, permit any third party to use or have access to the Software, whether by timesharing, networking, through the internet or any other means.
- 5.3 No Reverse Engineering. City shall not modify, translate, reverse engineer, decompile or disassemble the Software; nor shall it permit its Clients to modify, translate, reverse engineer, decompile or disassemble the Software. City shall immediately advise Licensor of any modification, translation, reverse engineering, decompiling or disassembly of the Software by any Party or any Client.
- 5.4 Proprietary Notices. City shall not remove or cause to be removed any copyright, trademark, patent or other proprietary notices from the Software or Documentation or any portion thereof.

6. COMPLIANCE.

- 6.1 Employee Compliance. City shall instruct its employees, consultants, Clients and agents that making unauthorized copies of Software or any portion thereof, or permitting the use of the Software other than in accordance with Section 3 hereof, constitutes a violation of copyright law and of this Agreement.
- 6.2 Compliance Statement. Upon Licensor's reasonable request, City shall provide signed statements verifying its compliance with this Agreement. Licensor shall have the right, upon reasonable notice, and compliance with City security policies, to inspect City facilities to verify City's compliance with this Agreement.

7. INTELLECTUAL PROPERTY.

- 7.1 City acknowledges and agrees that Licensor will retain all right, title, interest and ownership in and to the Software and Documentation and any and all copies, Updates or modifications to the Software and Documentation. City acknowledges that the Software and Documentation constitute proprietary information and trade secrets of Licensor, whether or not any portion thereof is or may be the subject of a valid copyright or patent. City shall maintain all information and data contained in the Software and Documentation, or any portion thereof, in strict confidence, and shall not publish, communicate or disclose, or permit to be published, communicated or disclosed, to third parties such information and data without Licensor's prior written consent. City agrees to take all appropriate steps to ensure that persons having access to the Software and Documentation shall refrain from any unauthorized reproduction or disclosure of the Software, Documentation or any portion thereof.

7.2 Notwithstanding any other provision of this Agreement regarding confidentiality, secrets, or protected rights, Licensor information provided to City may be subject to disclosure by laws related to open public records. Consequently, Licensor 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 Licensor, City agrees to provide Licensor with notice of that request, which shall be deemed given when deposited by City with the USPS for regular delivery to the address of Licensor specified below for notices. Within ten (10) days of City notice by City, Licensor will inform City in writing of any objection by Licensor to the disclosure of the requested information. Failure by Licensor to object timely shall be deemed to waive any objection and any remedy against City for disclosure. In the event Licensor objects to disclosure within the time specified, Licensor agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which Licensor does not object thereto. Furthermore, Licensor 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.

8. MAINTENANCE; CUSTOMIZATION.

8.1 Maintenance. During the Warranty Period, Licensor shall provide to City, at no charge to City, telephone support between the hours of 8:00 a.m. and 6:00 p.m. Pacific Standard Time. Additional support services and Updates will be subject to City's execution of a Support Services Agreement ("Maintenance Agreement") with Licensor, payment of then current fees and subject to terms and conditions in the Maintenance Agreement. In the event Updates are provided to City pursuant to a Maintenance Agreement, such Updates shall become a part of the "Software" for purposes of this Agreement and shall be subject to all of the terms and conditions of this Agreement.

8.2 Customization. Any changes or modifications to the Software requested by City are subject to City's execution of a separate Consulting Agreement with Licensor.

9. WARRANTIES.

9.1 Limited Warranty. Licensor warrants that the Software will perform substantially as specified in the Documentation delivered with the Software and that the media in which the Software is stored will be free of defects in materials and workmanship for a period of not less than one (1) year ("Warranty Period"), provided, however, that Licensor shall not be liable under this warranty if the Software has been modified or altered by anyone other than Licensor, if the Software has been abused or misapplied, or if City has failed to incorporate all patches and Updates provided to City by Licensor. This Warranty Period shall commence upon the "go-live" date of the Impression software and will remain in effect for a period of one (1) year from the "go-live" date of the complete tax and licensing information system solution. In the event of a breach of this warranty, City may return the defective Software to Licensor for replacement of the Software without charge.

9.2 Disclaimers of Warranties. Except as expressly set forth in this Section 9, Licensor does not make any warranties, express or implied, concerning the Software or the application, operation or use thereof, the data generated by the operation or use thereof, or any support services rendered with respect thereto. Licensor hereby excludes all implied warranties to the extent permitted by law, including specifically, any implied warranty arising by statute or otherwise in law or from a course of dealing or usage of trade. Licensor hereby excludes all implied warranties of merchantability, or of merchantable quality, or of fitness for any purpose, particularly, specific or otherwise, or of non-infringement, concerning the Software and the application, operation or use thereof.

10. LIMITATION OF REMEDIES.

10.1 City acknowledges and agrees that it has independently verified that the Software is appropriate for the purposes for which City intends to use the Software. City assumes the entire risk related to the use of the Software. Licensor's liability in contract, tort or otherwise in connection with the Software or this Agreement shall not exceed the City's fee paid or payable plus the professional service fees and expenses paid or payable to Licensor by City under this Agreement. This limitation of liability shall not apply to Licensor's liability for damages arising from bodily injury, including death, damage to or loss of

tangible personal property, or infringement of intellectual property rights. Regardless of whether any remedy set forth herein fails of its essential purpose or otherwise, City further agrees that neither Licensor nor its licensors shall be liable to City for damages in the form of indirect, consequential, incidental, punitive or special damages, lost profits, lost savings, loss of goodwill or otherwise, or for exemplary damages, resulting from City's use or inability to use the Software or from any support services rendered with respect thereto, even if Licensor has been advised of the possibility of such damages. In no event will Licensor be liable for any damages resulting from access by clients or unauthorized third parties to City's servers.

11. TERM AND TERMINATION.

- 11.1 Term. This Agreement shall be effective upon execution by both Parties and, subject to Section 11.3, shall remain in full force and effect unless and until: (a) the Parties mutually agree in writing to terminate the Agreement; or (b) the Agreement is terminated pursuant to Section 11.2 below.
- 11.2 Termination Upon Default. Either Party (the "Terminating Party") shall have the right to terminate this Agreement upon thirty (30) days (or ten (10) days in the event of nonpayment) written notice to the other Party (the "Defaulting Party"), if the Defaulting Party fails to comply with any material term or condition of this Agreement and such failure to comply is not cured within the relevant notice period. Upon such termination by default, the Terminating Party may pursue any remedies available for damages and injunctive relief, which remedies shall be cumulative.
- 11.3 Effect of Termination. City shall, upon termination of this Agreement: (a) discontinue all use of the Software; (b) deliver to Licensor all media containing the Software and all other physical copies of the Software and any related Documentation; (c) destroy the Software and all copies of the Software contained in any computer memory or data storage apparatus under the control of City; and (d) certify to Licensor within one week after the termination of this Agreement that City has delivered to Licensor and destroyed the Software and all copies of the Software in accordance with this Section 11.3. Where City is the Defaulting Party, all payments owed up to and including the termination date shall be due and payable in full immediately upon termination. Sections 7, 9, 10, and 12 shall remain in full force and effect following termination of this Agreement.
- 11.4 Remedies. The pursuit by Licensor or City of any remedy to which it is entitled at any time shall not be deemed an election of remedies or waiver of the right to pursue any of the other remedies to which it may be entitled.

12. DISPUTE RESOLUTION.

- 12.1 Arbitration. Except as set forth in this Section 12, any claim or dispute between the Parties hereto pertaining to or arising out of this Agreement (including, without limitation, the negotiation or execution of this Agreement, or the interpretation, performance or breach of any provision of this Agreement) shall be arbitrated in Glendale, Arizona, before a single neutral arbitrator under the Commercial Arbitration Rules of the American Arbitration Association but not under the direction of nor heard by the American Arbitration Association. Any arbitration award shall be accompanied by a written opinion of the arbitrator giving the reasons for the award, which award may be entered as a judgment in any court of competent jurisdiction. This provision for arbitration shall be specifically enforceable by the Parties and, except as otherwise provided by applicable law, the decision of the arbitrator in accordance herewith shall be final and binding. The arbitrator shall have the power to issue and grant permanent injunctive relief and other equitable orders and remedies. Any such arbitration shall be conducted in confidence and in accordance with the confidentiality provisions of this Agreement. Each Party shall pay its own expenses of arbitration, and the expenses of the arbitrator shall be equally shared.
- 12.2 Injunctive Relief. Each Party recognizes that the other Party will be irreparably harmed in the event of City's breach, or threatened breach, of this Agreement, and that, notwithstanding anything contained herein to the contrary, the non-breaching Party may commence an action in any court of competent jurisdiction in Arizona, to obtain equitable relief to prevent such breach or threatened breach at any time prior to the commencement of an arbitration proceeding and, if an arbitration proceeding has been commenced, at any time until an arbitration award is rendered in such arbitration proceeding, or the claim or dispute is otherwise resolved. The breaching Party shall reimburse the other Party for all fees, costs and expenses including, without limitation, attorneys' fees, costs and expenses incurred by the other Party

in taking such court action to obtain equitable relief. Neither Party shall be deemed to have waived its right to arbitrate any dispute, claim or controversy by reason of seeking such equitable relief.

13. GENERAL PROVISIONS.

- 13.1 Nondiscrimination. Licensors 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. Licensors 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.
- 13.2 Licensors further agree 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 Licensors' performance under this Agreement.
- 13.3 Compliance with Immigration Reform and Control Act. Licensors understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA) to it. Licensors agree to comply with IRCA in performing under this Agreement and to permit City to verify such compliance.
- 13.4 Arizona Immigration Requirements.
- (A) Licensors, 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 Licensors or subcontractor employee who performs work under this Agreement to ensure that Licensors or any subcontractor is compliant with the warranty under subsection (A) above.
 - (D) City may conduct random inspections, and upon request of the City, Licensors shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Licensors agree 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 13.4.
 - (E) Licensors agree 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. Licensors also agree 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) Licensors' warranty and obligations under this Section 13.4 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.
- 13.5 Fiscal Year Clause. Every payment obligation of the City under this Agreement is conditioned upon the availability of funds appropriated for payment of such obligation. Continuation of this Agreement after the

close of the City's fiscal year, which ends June 30th of each year, is subject to the approval of the budget of the City providing an appropriation covering this item as an expenditure. The City does not represent that such budget item will be actually adopted, as that determination is made by the City Council at the time of the adoption of the budget. If funds are not appropriated for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments or for any damages as a result of termination under this provision.

- 13.6 Offsets. Licensor understands and acknowledges 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, Licensor agrees that any payments that are undisputed and due and payable to City shall be offset against the amounts payable to Licensor under this Agreement.
- 13.7 Cancellation. The Parties understand and acknowledge that this Agreement may be subject to cancellation under Arizona Revised Statutes (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.
- 13.8 Audit/Records. The provisions of A.R.S. § 35-214 will apply to this Agreement. The City will perform the inspection and audit function specified therein.
- 13.9 Claims or Demands Against the City . Licensor acknowledges that A.R.S §§ 12-821 and 12-821.01 are applicable to any claims or demands Licensor may make against City.
- 13.10 Foreign Prohibitions. Licensor, and on behalf of any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 et seq., and 35-393 et seq., that neither has "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.
- 13.11 Insurance Requirements.
 - (A) Licensor 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 Licensor, 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 Licensor from liabilities that might arise out of the performance of the work under this Agreement by Licensor, its agents, representatives, employees or subcontractors and Licensor is free to purchase additional insurance as may be determined necessary.
 - (C) Minimum Scope and Limits of Insurance. Licensor 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:
 - (a) 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
 - (b) The policy shall be endorsed to include the following additional insured language: "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 Licensor."

(ii) Automobile Liability:

- (a) 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
- (b) The policy shall be endorsed to include the following additional insured language: "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 Licensor, including automobiles owned, leased, hired or borrowed by Licensor."

(iii) 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

- (a) Policy shall contain a waiver of subrogation against the City.
- (b) 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.

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

- (a) The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Agreement.
Each Claim \$1,000,000
Annual Aggregate \$2,000,000
- (b) In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Licensor 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 shall be an additional insured to the full limits of liability purchased by Licensor even if those limits of liability are in excess of those required by this Agreement.
- (ii) Licensor'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 in accordance with Paragraph 14.8 of this Agreement 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 Licensor from potential insurer insolvency.

- (G) Verification of Coverage. Licensors 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.
 - (i) 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.
 - (ii) All certificates required by this Agreement shall be sent in accordance with Paragraph 14.8 of this Agreement. 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.
- (H) Subcontractors. Licensors shall require all subcontractors to comply with the foregoing insurance requirements, or Licensors shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- (I) 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. MISCELLANEOUS.

- 14.1 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.
- 14.2 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.
- 14.3 Injunctive Relief and Special Performance.
 - (A) Licensors and City agree that a breach by either of them of its obligations under, Section 6, Section 7 or Section 11 may cause irreparable harm which cannot be compensated in money damages. Accordingly, Licensors and City each agree that in the event either Party breaches any of the provisions in Section 6, Section 7, Section 11 the other Party shall be entitled to seek injunctive relief or specific performance in addition to its other remedies.
 - (B) Specific Performance. Licensors agrees that, in the event of a breach by Licensors of any material provision of this Agreement, the City shall, upon proper action instituted by it, be entitled to a decree of specific performance thereof according to the terms of this Agreement. In the event the City shall elect to treat any such breach on the part of Licensors as a discharge of the Agreement, the City may nevertheless maintain an action to recover damages arising out of such breach. This paragraph is not intended as a limitation of such other remedies as may be available to the City under law or equity.
 - (C) The total liability of the Licensors under this Agreement for any reason or claim shall not exceed that as stated in Section 10.
- 14.4 Relationship of Parties.
 - (A) The relationship of the Parties shall be that of independent contractors. Any employee, subcontractor or agent of Licensors who is assigned to provide Services under this Agreement shall remain at all times under the exclusive direction and control of Licensors and shall not be deemed to be an employee, subcontractor or agent of the 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. Licensor will agree that no persons supplied 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. Licensor 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 Licensor in the performance of the Agreement, and Licensor shall save and hold the City harmless with respect thereto.

14.5 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.

14.6 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 14.6 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: (a) any entity that is an Affiliate of City in connection with an internal reorganization of the business of City; or (b) 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 (a) and (b), the resulting assignment shall not expand the scope of the licenses granted hereunder.
- (C) The foregoing assignment shall be valid only if: (a) City provides prior written notice to Licensor; and (b) such assignee or transferee shall have expressly assumed in a written agreement with Licensor, 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 Licensor (it being understood and agreed that Licensor 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).
- (D) Licensor 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 Licensor: (a) after Licensor has successfully completed final Acceptance of all Licensor Deliverables and made as part of the sale of all or substantially all of Licensor's capital stock, or Licensor's assets and business involving the line of business that related to the products; or (b) at any time, made solely in connection with a complete assignment of all or substantially all assets related to the products 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, Licensor shall not be relieved of any of their obligations hereunder.
- (E) The foregoing assignment shall be valid only if: (a) Licensor provides written notice to City; and (b) such assignee or transferee shall have expressly assumed, in a written agreement with City, the rights, duties and obligations of Licensor under this Agreement.

14.7 **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.

14.8 **Notices.**

(A) 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: (a) upon actual delivery if presented personally or sent by express overnight courier such as Federal Express (with a signature acknowledging receipt); or (b) seven (7) days following deposit in the United States mail if sent by certified or registered mail, postage prepaid, return receipt requested.

(B) If to Licensor:

Impression Technology, Inc.
1777 N California Blvd, STE 240
Walnut Creek, California 94596-4684
Attn: Bruce Lechner and Mike Tokuyama
Telephone : (925) 280-0010
Facsimile: (925) 280-0092

(C) If to City:

City of Glendale,
Attn: Bill Bond, Tax and License Manager
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copies 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

(D) Concurrent Notices:

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

(E) Changes. Licensor or City may change its representative or information on notice by giving notice of the change in accordance with this Section at least ten (10) days prior to the change.

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

- 14.9 **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. The venue for any and all legal disputes and causes of action arising out of this Agreement shall be in the State and Federal courts in Maricopa County, State of Arizona.
- 14.10 **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.
- 14.11 **Employee Non-Solicitation.** Neither City nor Licensor 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 and 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.
- 14.12 **Cooperation.** Each Party to this Agreement agrees to execute and deliver all documents and to perform all further acts and to 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.
- 14.13 **Export - Import Laws.** Licensor 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 Licensor 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 Licensor's offshore facilities. Unless authorized by U.S. regulation or an export license or exemption, each of City and Licensor, 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.
- 14.14 **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.
- 14.15 **Severability.** The invalidity of one or more phrases, sentences, sections or clauses contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof; and in the event that one or more phrases, sentences, sections or clauses 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 or clauses had not been inserted herein.
- 14.16 **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.
- 14.17 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

14.18 **Compliance with Laws.** Licensor 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 Licensor, 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 Council unless additional approval, as applicable, is obtained, in which case Licensor shall have no obligation under this Section.

(SIGNATURES APPEAR ON PAGE 1)

Attachment A

System Software and Maintenance and Support Fees

System Software

Impression Technology will provide the iCapture software shown in Table 1 below directly to the City under this Agreement between the City and Impression Technology. This Software is certified to run in SQL Server 2008, Windows Server 2008 and supports virtualization. The total License Fee listed below shall be due and payable upon the successful completion of the installation of the Software at the City facilities.

Table 1-iCapture Software

<i>Item</i>	<i>Description</i>	<i>List Unit Price</i>	<i>Discount</i>	<i>Discount Unit Price</i>	<i>Qty</i>	<i>Extended List</i>	<i>Glendale Price</i>
1	iCapture Core (25 users)	\$31,800	-60%	\$12,720	1	\$ 31,800	\$ 12,720
3	iCapture Reports Server (incl. Crystal Reports)	\$44,500	-60%	\$17,800	1	\$ 44,500	\$ 17,800
4	Form Definition Editor	\$33,400	-60%	\$13,360	1	\$ 33,400	\$ 6,263
5	Automated TransBuilder	\$12,900	-60%	\$5,160	1	\$ 12,900	\$ 5,160
6	iScanPlus	\$6,900	-60%	\$2,760	2	\$ 13,800	\$ 10,350
7	Image Enhancement	\$26,000	-60%	\$10,400	1	\$ 26,000	\$ 4,875
8	Post-Processor, Business Rule Engine	\$26,500	-60%	\$10,600	1	\$ 26,500	\$ 8,480
9	ICR/OCR Adaptor	\$14,500	-60%	\$5,800	1	\$ 14,500	\$ 5,800
10	ICR/OCR Processor	\$9,000	-60%	\$3,600	1	\$ 9,000	\$ 3,600
11	Key Data Entry	\$3,900	-60%	\$1,560	5	\$ 19,500	\$ 7,800
12	iExport-TaxMantra	\$33,500	-60%	\$13,400	1	\$ 33,500	\$ 13,400
13	iExport-to-ECM repository (TBD)	\$33,500	-60%	\$13,400	1	\$ 33,500	\$ 13,400
Total Impression Software						\$ 298,900	\$ 109,648

Maintenance and Support

Table 2 below shows the annual cost of maintenance and support for the iCapture software that will be provided for the City. The iCapture software warranty of not less than one (1) year shall commence on the "go-live" date of the Impression software and shall remain in effect for a period of one (1) year from the "go-live" date of the complete tax and licensing information system solution. Following this warranty period, the Year 1 Maintenance Fee shown below shall be applicable for the next 12 month period. The annual costs shown are based on Impression Technology's standard On-Line Maintenance as defined within the Impression Technology Maintenance and Support Plan incorporated herein (Attachment B). The maintenance and support pricing for Years 1 and 2 are fixed as shown in Table 2, with annual escalation of 5% in Years 3, 4 and 5 as shown. Maintenance shall be prepaid on an annual basis.

Table 2 iCapture Annual Maintenance

Year 1	iCapture On-Line Maintenance	\$ 35,868
Year 2	iCapture On-Line Maintenance	\$ 35,868
Year 3	iCapture On-Line Maintenance	\$ 37,661
Year 4	iCapture On-Line Maintenance	\$ 39,544
Year 5	iCapture On-Line Maintenance	\$ 41,522

iCapture Training

Table 3 below shows the formal iCapture Training Courses that will be provided to the City as a part of the Scope of Work defined in the services contract between TAIC/TCS and Impression Technology. The City may, at its option, purchase additional Training from Impression Technology in the future and the quoted price of this training will be fixed at the costs shown for the first five (5) years from the date of execution of this Agreement.

Table 3 iCapture Training

Courses Title	Duration	Description	Services Cost	Materials Cost	Total Cost/Course
<i>iQMonitor</i> User Training	½ day	This course introduces <i>iCapture</i> ™ and the related components to the key data entry managerial or supervisory staff. It will cover all aspect of monitoring the system using the <i>iQMonitor</i> utility	\$1,260	\$140	\$1,400
<i>iStatViewer</i> User Training	½ day	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.	\$1,260	\$140	\$1,400
<i>iCapture</i> ™ Administration Training	2 days	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.	\$5,040	\$560	\$5,600
<i>iFormEdit</i> User Training	½ day	<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.	\$1,260	\$140	\$1,400
<i>iSL</i> Developer Training	½ day	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.	\$1,260	\$140	\$1,400

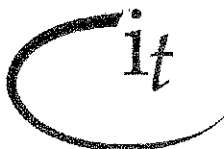
Attachment B

to Software License Agreement

iCapture™

Maintenance and Support Plan

Revision 2.5
Oct 22, 2006



Impression Technology, Inc.
1777 North California Blvd, Suite 240
Walnut Creek, CA 94596

925.280.0010 / 925.280.0092 Office/Fax
<http://www.impression-technology.com>

Proprietary Notice

This document contains confidential information provided by Impression Technology for the sole purpose of permitting the recipient to evaluate the proposal submitted within. In consideration of the receipt of this document, the recipient agrees to maintain such information in confidence and to not reproduce or otherwise disclose this information to any person outside the group directly responsible for evaluation of its contents. The plan presented in this proposal is proprietary information and may not be without the express written consent of Impression Technology.

© 2009, Impression Technology. All rights reserved.

1 Maintenance and Support Plan

1.1 Introduction

This document describes the Maintenance and Support plans currently offered by Impression Technology. It provides an overview of the support infrastructure that is in place to meet the needs of customers, the Service Levels, incident reporting, escalation procedures and the standard pricing for the maintenance and support options that are available. It is designed to provide a high degree of flexibility in meeting the requirements of each customer while ensuring a rapid response to issues and the highest degree of system availability. Impression Technology provides maintenance and support following the execution of a Maintenance Agreement based on the provisions and services described in this plan, modified as required to meet unique needs that are identified.

1.2 Support Infrastructure

Impression Technology has a very effective support infrastructure in place with a comprehensive selection of services. It supports all aspect of customer needs through our automated support web site and through personal interaction with our knowledgeable engineers. Some of the features of this support infrastructure are outlined below:

- Offers multiple service levels to meet customer business needs for all sites big and small.
- Provides customer access via e-mail, telephone, and the World Wide Web.
- Pages support engineer automatically when a request is issued through our online support web site.
- Processes and tracks problems by priority and severity of the request.
- Offers user-friendly web access to follow-up on any open trouble ticket to assist in the resolution of the problem.
- Supports the automated escalation of problem severity levels to ensure all reported problems receive the attention required and the dedication of resources to effect continuous, reliable operation of the installed solution.
- Supports flexibility to allow customer initiated escalation for on-site support.
- Maintains an indexed and searchable knowledgebase of all trouble ticket resolutions accessible to the user community.

1.3 Service Levels

Impression Technology offers three basic levels of maintenance and support service: On-line Standard Service, On-call Service, and our On-Site Service. Table 1-1 below provides a comparison of the features of the Impression On-Site, On-Call and Standard On-Line Maintenance and Support Plan. As shown, this table provides summary information regarding problem response time, on-site support costs, on-site response times, automatic escalation, and software fixes and upgrades for each of the options offered by

Impression. This information provides the basis for the initiation of a Maintenance Agreement with each customer, customized to meet the specific requirements and business needs that exist at that site.

Table 1-1 Support Features

Support Features	Standard On-Line Service	On-Call Service	On-Site Service
On-Line Support Request	Unlimited	Unlimited	Unlimited
Problem Resolution Time	4-hour response time.	4-hour response time.	N/A
Severity Level 2 or 3 Response	All Severity Level 2 or 3 problems are addressed via remote support and diagnostics during Impression's normal PPM, subject to the escalation process.	Same as On-Line Service, but a customer may, at its discretion, request that a support engineer be dispatched to the site to continue work locally. The cost of this on-site support for a Level 2 or 3 problems will be in accordance with the Maintenance Agreement in effect between Impression and the customer.	Immediate on-site support in accordance with the Maintenance Agreement in effect between Impression and the customer.
Severity Level 1 Response	Impression will immediately commence remote support, including dial-in diagnostics and support if available, to correct the identified problem and return the system to operation via a fix, or a work-around. Impression will continue its best efforts to return the system to operation for at least one complete PPM prior to requesting authorization from the customer to dispatch a support engineer to the site.	If the system cannot be returned to operation after four hours during PPM, Impression will dispatch a support engineer to the site on the next available flight, or fastest means possible.	Immediate on-site support in accordance with the Maintenance Agreement in effect between Impression and the customer.
On-Site Support Cost	Per request based on standard T&M Rates.	Per request based on discounted cost of pre-negotiated number of on-site visits per year.	N/A
On-Site Response Time	Level 1 – Report plus 1 business day. Level 2 – Report plus 72	Level 1 – 4 Hours, then next available flight out. Level 2 – Report plus 24	N/A

Support Features	Standard On-Line Service	On-Call Service	On-Site Service
	hours (three business days).	hours (1 business day).	
Automatic Escalation From Severity 3 To 2	3 Business Day (72 hours)	1 Business Day (24 hours)	1 Business Day (24 hours)
Automatic Escalation From Severity 2 To 1	3 Business Day (72 hours)	1 Business Day (24 hours)	1 Business Day (24 hours)
Software Fixes	Yes	Yes	Yes
Software Upgrades	Yes	Yes	Yes

1.3.1 Standard On-line Service

This is our standard maintenance and support offering. It features unlimited online support over the telephone, electronic mail, and web to initiate, track and respond to all support requests. Our Electronic Help Desk, described in more detail later, will document and automatically page a qualified engineer that can assist in the resolution of any question or problems about the *iCapture* software product suite. It also provides for on-site support if authorized separately by the customer, but at our standard rates and response times that are not as aggressive as those provided under our On-Call Service plan. This is the lowest fixed cost option for those customers who can meet their business needs with a predetermined level of support coverage provided through our standard PPM.

1.3.2 On-Call Service

Our On-Call service offering is an enhanced version of our Standard On-line offering described above. As such, it includes all of our On-Line Service support plus a pre-defined program for On-site support to resolve problems that cannot be corrected via remote support within a specified period of time. Under this offering, Impression will dispatch an engineer to the Customer's site within a specified period of time as agreed to in the Maintenance Agreement. The engineer will remain on site until either the problem is corrected or an alternate plan agreed to by the customer is placed into effect. The charges for this Service level include the charges for our Standard On-Line Service plus a fixed pre-determined charge for the on-site support program structured to meet the customers projected requirements. This service offering is particularly attractive to customers who experience peak processing periods throughout the year when a very rapid response is required for any disruption in service regardless of the cause.

1.3.3 On-Site Service

Impression's most comprehensive offering is on-site maintenance. This Service Level 1 program encompasses one or more full time senior level technicians resident at the customer's desired location(s) for a specified time period per day and for a specified number of days per week. On-site maintenance and support personnel are dedicated solely to meeting the needs of that site and the Maintenance Agreement includes a Statement of Work that documents responsibilities and expectations. A customer may contract

for On-Site maintenance on an annual basis, or for specific time periods (minimum one month) and the cost are negotiated based on the specific conditions and agreed to in the Maintenance Agreement.

1.4 Principle Period of Maintenance

While online support request can be placed 24 hours a day and 7-days per week, all responses will be processed and measured during the PPM in effect for the customer. For our standard On-Line Service offering, this is specified as listed in Table 1-2. If the service request occurred outside the PPM, the service request time will be adjusted to commence at the next earliest coverage period as specified in Table 1-2. For example, if a support request is placed at 20:00 (8:00 pm) with a 4-hour response time, a support response from Impression is not required until the following business day at noon. Or if the service request is initiated during PPM but adequate time is not available to fully resolve the problem, the required response will be carried to the next PPM. For example a support request initiated at 17:00 (5:00 pm) would require a response no later than 11:00am the following business day. Exceptions to these limitations will be handled at the discretion of the support engineer.

Table 1-2 Principle Period of Maintenance (PPM)

<i>Service Level</i>	<i>Time (Mon - Fri)</i>	<i>Time Zone</i>
On-Line Service	08:00 - 18:00	Pacific Standard Time
On-Call Service	08:00 - 18:00	Pacific Standard Time
On-Site Service	Customer Business Hours	Customer's Local Time Zone

1.5 Extension to Standard PPM

In addition to providing our standard hours of coverage as described above, customers may optionally choose to contract an extension to our standard PPM as needed to meet peak processing based on their business needs. For this we require a minimum extension period of 4 weeks and we advise a minimum 8-week advance notice to sufficiently resource the extended hours of coverage and operation.

1.6 Technical Support Access Methods

As noted above, technical support requests may be reported to Impression Technology via telephone, e-mail or directly through our support web site. The following table provides the details on how the support staff may be contacted. We recommend the use of our web site, which supports the fastest method of accessing help. To support the fast response feature, our knowledgeable support staff is electronically paged to alert them of pending trouble tickets to quickly solicit additional information to resolve problems expeditiously as possible.

Table 1-3 Technical Support Access Methods

<i>On-Line Access Method</i>	
Telephone	925-280-0010
E-mail	support@impression-technology.com
World Wide Web	http://www.impression-technology.com and click on the Support link

1.7 Problem Severity Levels

All Impression Technology *iCapture* maintenance and support Service Level plans feature fast response to a reported problem. Customers who submit incident reports via web or telephone during normal business hours, or PPM as described above, will receive a response from the support staff within four hours. This response will consist of a incident report from our On-Line Help Desk for the customer's review. Included in the initial response will be:

- I. A brief description of the incident---this will be primarily comprised of the information provided by the customer plus any additional information that can be learned within the first four hours of receiving the report.
- II. **Severity Assignment:** Impression Technology will assign a Severity Level to each incident report that is received. This will consist of one of the following:

<i>Severity Levels</i>	<i>Description</i>
Severity 1	The problem is either stopping or severely limiting production operations and no work-around is available.
Severity 2	The problem is either stopping or severely limiting production operations but a work-around is available
Severity 3	The problem is adversely affecting production operations
Bug	A software problem that does not fall into the categories Severity 1, 2, or 3 as described above. All reported "bugs" to the Impression software will be added to the <i>iCapture</i> "bug list"
Recommendation	A request for a new feature. All customer initiated Recommendations are added to the <i>iCapture</i> requested features list that is maintained by Impression. This information is used by the development staff in determining the scope and content of <i>iCapture</i> upgrades and new releases.

- I. **Owner:** Impression Technology will designate the support engineer responsible for investigating the incident and maintaining communications with the customer on the status of the specific request.

Incident reports that are logged outside of the standard working hours via the web that are classified as Severity 1 or 2 will result in a call back from the on-call field service engineer within this same two hour period. The written report from Impression Technology will be provided to the customer within the first four hours of the next Impression PPM.

1.8 Problem Resolution Process

The Maintenance and Support plan provides for a specific set of actions depending on the Severity Level of the problem that has been reported and the Service Level Agreement that is in effect between Impression Technology and the customer.

1.8.1 Severity Level 1 Process

Upon receipt of a Severity Level 1 problem, Impression Technology will immediately commence remote support, including dial-in diagnostics and support if available, to correct the identified problem and return the system to operation via a fix, or a work-around.

Under an On-Call Service Level, if the system cannot be returned to operation after four (4) hours of the start of the next Impression PPM, Impression will dispatch a support engineer to the site on the next available flight, or fastest means possible.

Under a Standard On-Line Service Level, Impression will continue its best efforts to return the system to operation for at least one complete PPM prior to requesting authorization from the customer to dispatch a support engineer to the site. Under this latter scenario, the customer may authorize a site visit.

In the event that Impression sends a support engineer to a site where an On-Call Maintenance Agreement is in effect and it is subsequently determined that the cause of the Severity 1 Level problem is unrelated to the installed Impression software, all costs of this on-site visit will be paid by the customer in accordance with the rates established in the Maintenance Agreement.

1.8.2 Severity Level 2 Process

All Severity Level 2 problems are addressed via remote support and diagnostics during Impression's normal PPM, subject to the escalation process described in the following section. Efforts to correct Level 2 problems will be continuous and the customer will be contacted as necessary as work proceeds. A customer may, at its discretion, request that a support engineer be dispatched to the site to continue work locally. The cost of this on-site support for a Level 2 problem will be in accordance with the Maintenance Agreement in effect between Impression and the customer.

1.8.3 Severity Level 3 Process

Severity Level 3 problems are addressed via remote support and diagnostics during Impression's normal PPM, subject to the escalation process described in the following section. Information regarding the status of correcting all Level 3 problems that are reported will be logged to the Impression web site, or communicated directly to the customer, on a daily basis.

1.8.4 Bugs and Recommendations

All reported "bugs" to the Impression software will be added to the *iCapture* "bug list" maintained on the Impression web site. Status information and updates will be posted to this site as fixes and corrections are completed, tested and released. All customer initiated Recommendations are added to the *iCapture* requested features list that is maintained on the Impression web site. This information is used by the support and development staff in determining the scope and content of *iCapture* upgrades and new releases.

1.9 Incident Escalation

The Maintenance and Support Plan provides for the automatic escalation of problems and incidents that are classified as either Level 2 or 3. For those customers that have an **On-Call** Maintenance Agreement in force, a Severity Level 2 problem will automatically be escalated to Level 1 after 1 full business day following the receipt of the report. This provides Impression a minimum of one full PPM to correct the problem prior to its escalation. Similarly, a Severity Level 3 problem will be escalated to Level 2 on the after 1 full business day following the receipt of the support request.

For those customers that have a Standard **On-Line** Maintenance Agreement in force, a Level 2 or 3 problems are automatically escalated to the next level after 1 full business day following the receipt of the support request. In both of the situations cited above it should be noted that a Level 3 problem would, unless resolved, rapidly become a Level 1 incident even though the problem is not stopping system operations in any way. This escalation process has been implemented to ensure that all reported problems receive the attention required and the dedication of resources to effect continuous, reliable operation of the installed solution.

1.10 On-Site Support

If a support engineer has been dispatched to a site this individual will remain on site until the problem is fully resolved or a mutually agreeable work plan is developed jointly with the customer. This work plan may include additional on site resources with specific skills based on the nature of the problem, additional remote work by Impression Technology, the need for customer or third party resources to correct a problem not related to the Impression software, or any combination of the above. In the event that the customer requests that the Impression support engineer remain on site to assist in the resolution of a problem not related to the Impression software, all costs will be paid by the customer in accordance with the Maintenance Agreement in effect at that time.

1.11 Remote Dial-In Analysis

Impression Technology recommends that all customers who enter into Maintenance Agreements also work with our technical support staff to establish the infrastructure and procedures that will dial in to the site to support the execution of remote diagnostics and troubleshooting in the event of a problem or incident. This capability, when combined with telephone support, has proven to be a very efficient and effective method for identifying, analyzing and correcting problems. This infrastructure can be established to ensure that access by the Impression support staff is limited and controlled by site personnel and compliant with site security requirements. Product Warranty

1.12 Maintenance Training

A prerequisite for the execution of a Maintenance Agreement is the completion of the training courses by one or more customer personnel. This training is typically conducted as a part of the Statement of Work between Impression and each customer under a separate Consulting Agreement and we recommend that it be completed prior to the completion of Acceptance tests, or the start of production operations. At the completion of this training these individuals will be provided a single username and password representing their site that will enable them to make full use of the Impression web site and Electronic Help desk described below.

1.13 Exclusion

Maintenance and support services provided under a Maintenance Agreement may commence when the system is placed into production operations or upon the completion of Acceptance testing, whichever occurs first. These services do not include pre-acceptance test activities performed by Impression Technology, design or consulting tasks, formal training, the correction of problems or issues related to hardware or software provided by third parties (other than that included in the Impression software Bill of Materials), network or communication issues when customer supplied, the correction of defects in application software developed by the customer or third parties that interface with the Impression solution, or services provided by Impression related solely to system enhancement or expansion. These types of services will be provided by Impression Technology under a separate Consulting Agreement and specific Statement of Work.

1.13.1 Product Upgrades and Releases

All customers that execute a Maintenance Agreement will automatically become eligible for the Impression Technology Product Upgrade and Release program.

Periodically, Impression Technology provides "maintenance" releases of its *iCapture* software. These maintenance releases are a collection of critical and non-critical fixes bundled into a single release to simplify testing and installation and limit the frequency of this activity. If, however, critical problems are uncovered within the *iCapture* software that requires immediate correction to prevent or minimize Severity Level 1,2 or 3 problems, Impression Technology releases software patches as required.

Customers subscribing to any *iCapture* maintenance and support plan are entitled to upgrades, releases and patches within the cost agreed to on the Maintenance Agreement. Customers will receive these updates via the Internet at <http://www.impression-technology.com>, including release notes and installation instructions. The customer is responsible for all installation and support for this effort is provided via the standard policy described above. Impression Technology discusses each Upgrade with each customer to ensure an awareness of the potential impact, if any, of moving to this new release. The customer is responsible for the testing of the software in its environment and its installation. Support for this is again provided via the standard maintenance and support channels. Once installed, this software is subject to all of the same maintenance and support provisions as any earlier version.

Impression Technology produces Upgrades to the *iCapture* software in three different categories: major release, minor release and lettered release. The category of the release is indicated by the way that the version number changes with respect to the previous release. A major release contains very substantial new features and is indicated by a change in the most significant part of the version number, e.g. v2.1 to v3.0. Note that a major release may be subject to additional license fees. A minor release may contain significant new features, a group of less significant enhancements, and/or performance enhancements and is indicated by a change in the least significant part of the version number, e.g. v2.1 to v2.2. A lettered release usually contains only problem corrections although it may also contain some new capabilities as well. A lettered release is indicated by the addition of or substitution of a letter to the version number, e.g. v2.1 to v2.1a.

1.14 Service Level Pricing

As stated herein, Impression technology executes a Maintenance Agreement with each customer that documents the annual cost of maintenance and support based on the Service Level selected and customer specific parameters such as customer location(s), hours of coverage desired, system configuration and projected on-site support needs, if any.

The following guidelines are used in establishing the quoted price for annual Maintenance and Support:

The "baseline" price for annual Maintenance and Support is 1% per month of the total List Price of the installed *iCapture* software. This cost will be paid by all customers regardless of the Service Level selected.

Customers who elect On-Site (Service Level 1) support will be responsible for the full cost of the salary, benefits, travel and living expenses of the engineer while resident on-site. These costs are established with each customer and agreed to in the Maintenance Agreement.

Customers who elect On-Call (Service Level 2) support will pay an additional annual fee for a pre-determined number/duration of on-site visits for maintenance and/or peak processing support. Rates will reflect discounts based on negotiated parameters.

Customers who elect Standard Remote (Service Level 3) may contract for the "baseline" described in Item 1 exclusively. Any on-site costs subsequently incurred would be billed in accordance with Impression's standard T&M rates then in effect, including reimbursement for all actual expenses incurred.

1.15 Impression Technology Electronic Help Desk

After graduating from *iCapture* administration training, the client's single point of contact is given a login to the Impression Technology support web page. This screen appears like the one shown below.

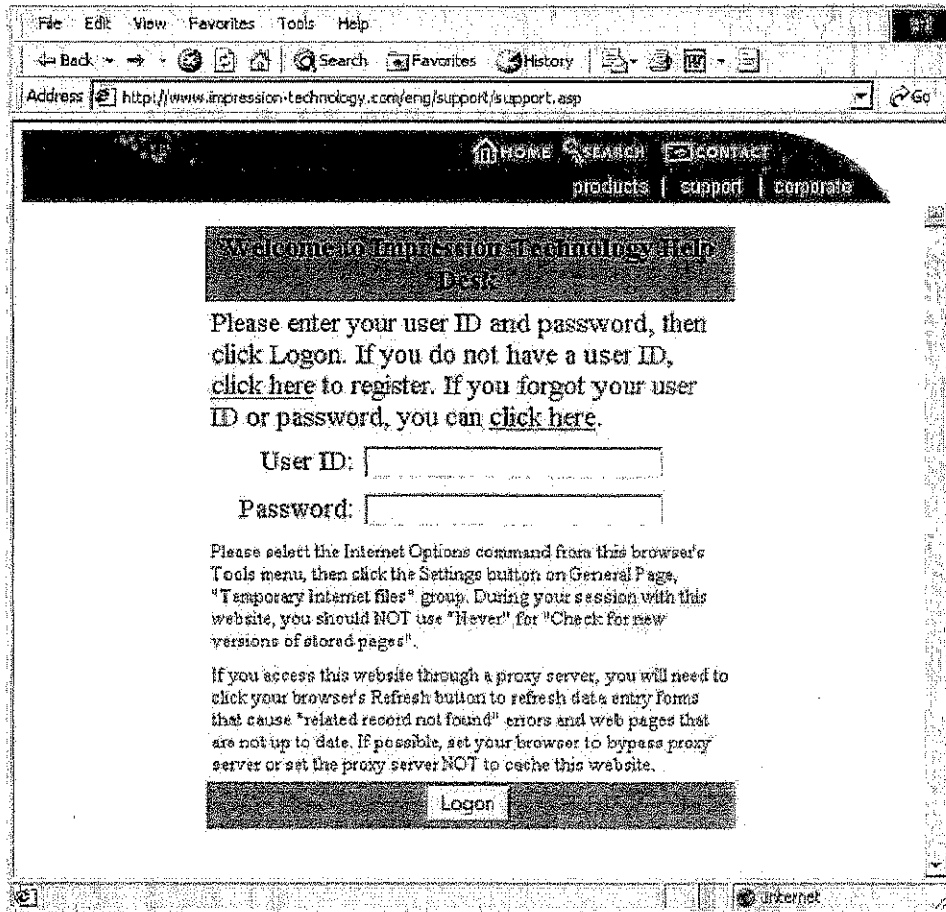


Figure 1: Support Login Screen

The Help Desk main menu option is displayed upon a successful login (as shown below).

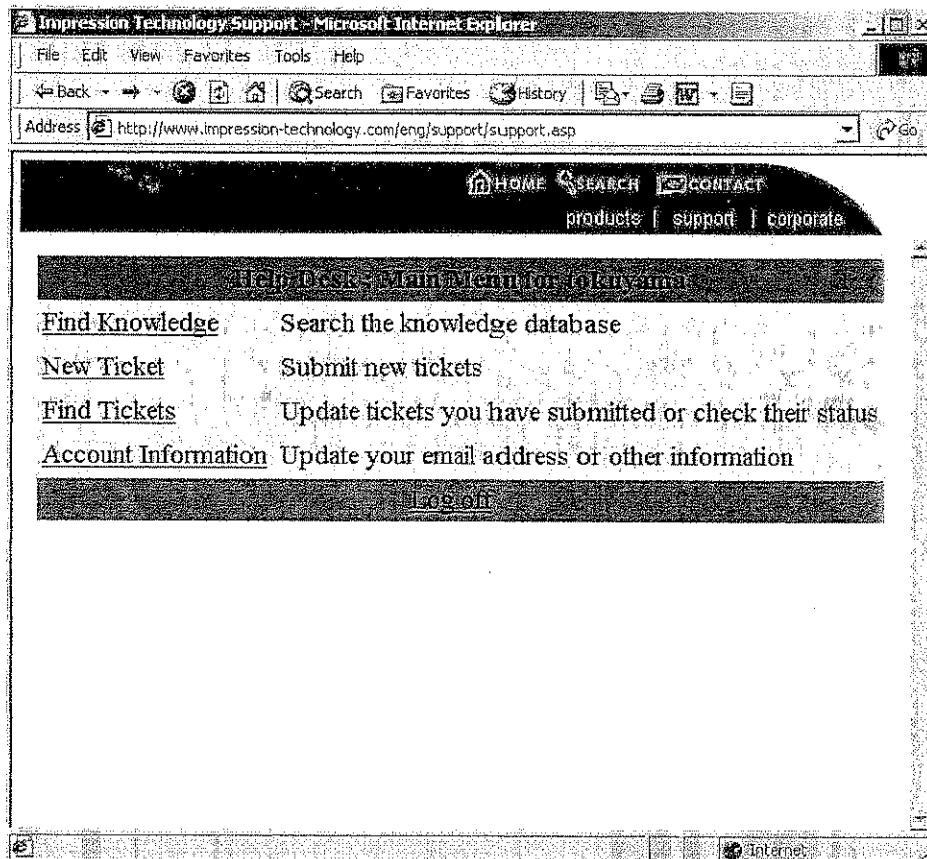


Figure 2 Main Menu

We maintain a knowledge database of trouble tickets resolved in the past to help the *iCapture* user community diagnose problems. The option to research our knowledge database is provided through the **Find Knowledge** option from the main menu. Specific topics may be searched by ID, product name, or by keywords as shown below. Blank fields will default to a wild-card search option.

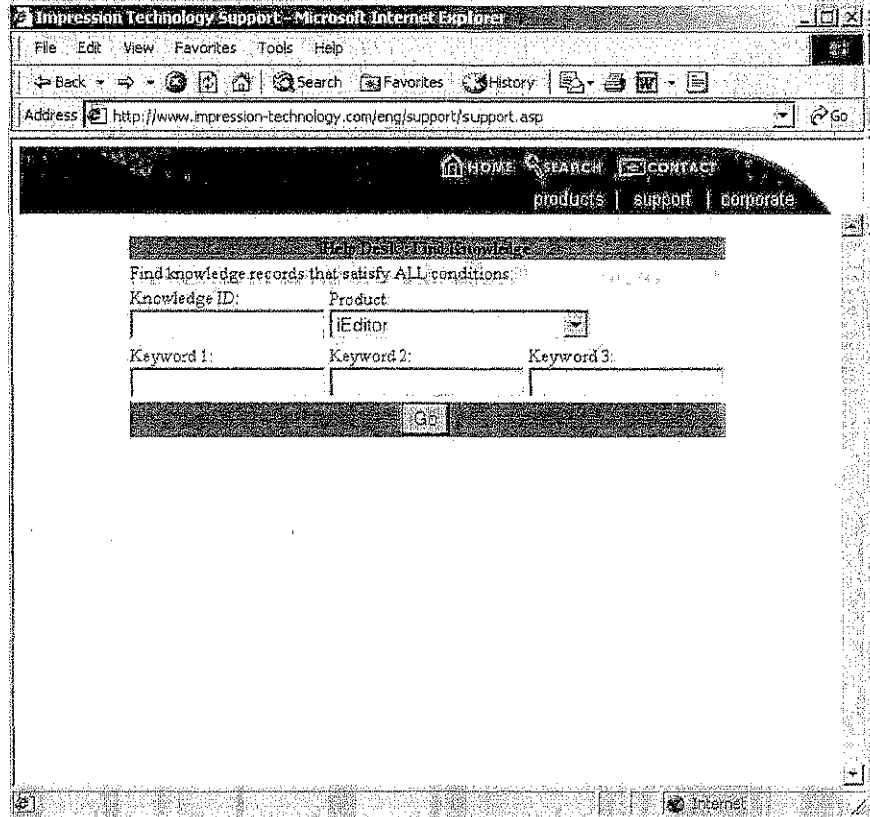


Figure 3 Find Knowledge Screen

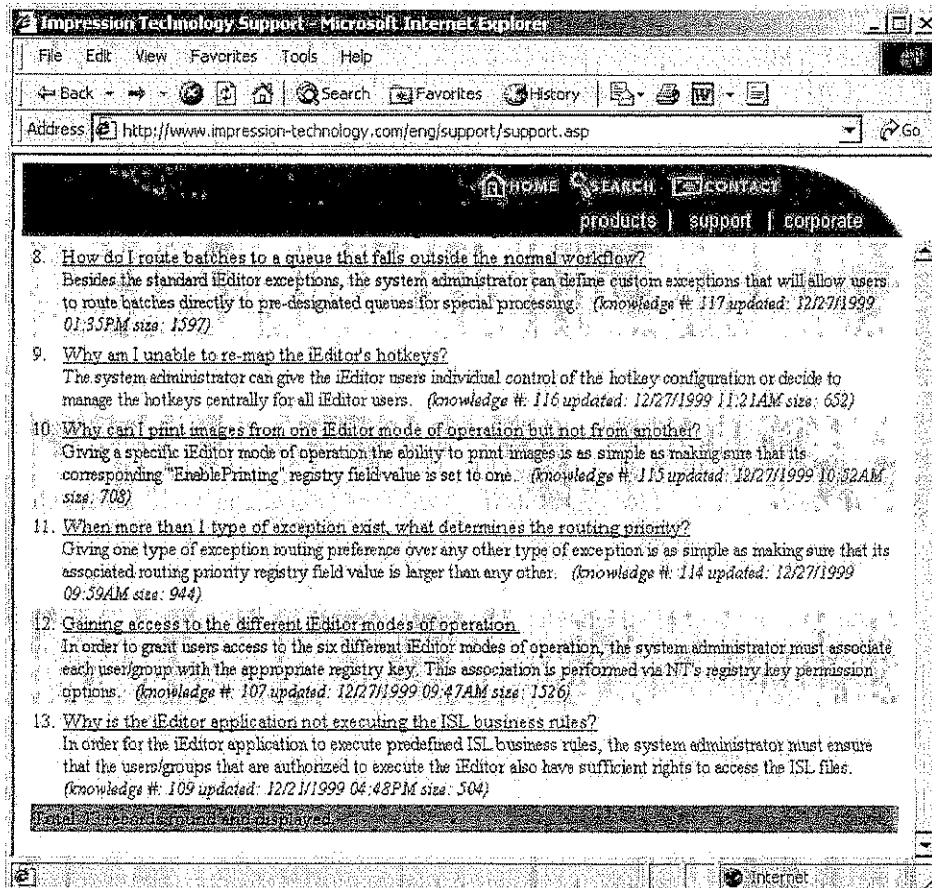


Figure 4 Find Knowledge Search Result

A new trouble ticket may be submitted for each and any application in the *iCapture* suite by using the New Ticket option in the main menu.

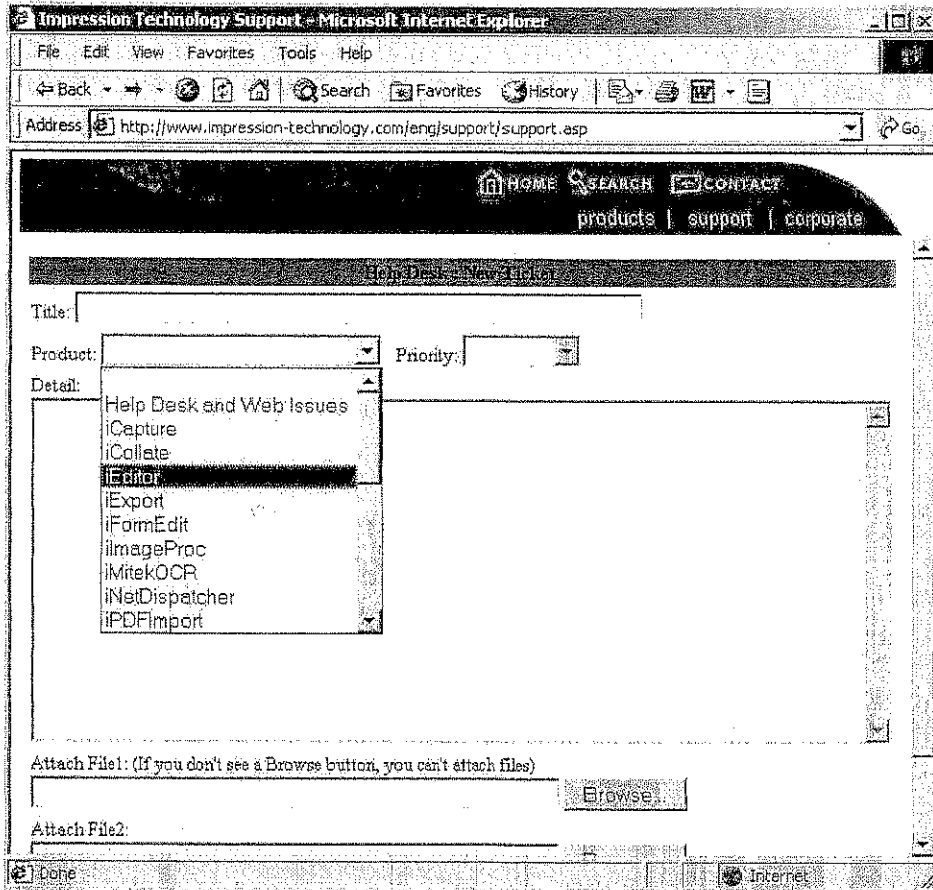


Figure 5: New Ticket Screen -- Application Selection

Once the application name is selected, a description of the problem with your return phone number and the appropriate ticket priority may be entered. Screen dumps, system log files, and any additional notes related to problem may also be submitted as attachments in the designated fields. We highly recommend the compression of the attachment files due to size of the screen dump and log files. Press the **Submit** button when you are finished entering the information.

The screenshot shows a web browser window titled "Impression Technology Support - Microsoft Internet Explorer". The address bar shows the URL "http://www.impression-technology.com/eng/support/support.asp". The page has a navigation bar with links for HOME, SEARCH, CONTACT, products, support, and corporate. The main content area is titled "New Ticket" and contains the following fields:

- Title:** A text input field containing "Editor problem observed today with form DE88".
- Product:** A dropdown menu with "Editor" selected.
- Priority:** A dropdown menu with "Normal" selected.
- Detail:** A large text area containing the text: "Problem: When entering field data for DE88 OCR error are not showing up. Is this normal? Please call back by close of business to confirm or deny. See attachment for screen print of the problem."
- Attach File1:** A text input field containing "ScreenPrint.zip" and a "Browse" button.
- Attach File2:** A text input field containing "log.zip" and a "Browse" button.
- Submit:** A button at the bottom of the form.

Figure 6: New Ticket Screen – Problem Description

Once the **Submit** button is pressed, the Help Desk system will automatically generate a trouble ticket number as shown below. Please write this number down for subsequent follow-up sessions with the system to monitor the progress of the trouble ticket. The Help Desk system is designed to automatically page a support staff to review any new incoming trouble tickets wherever they are located.

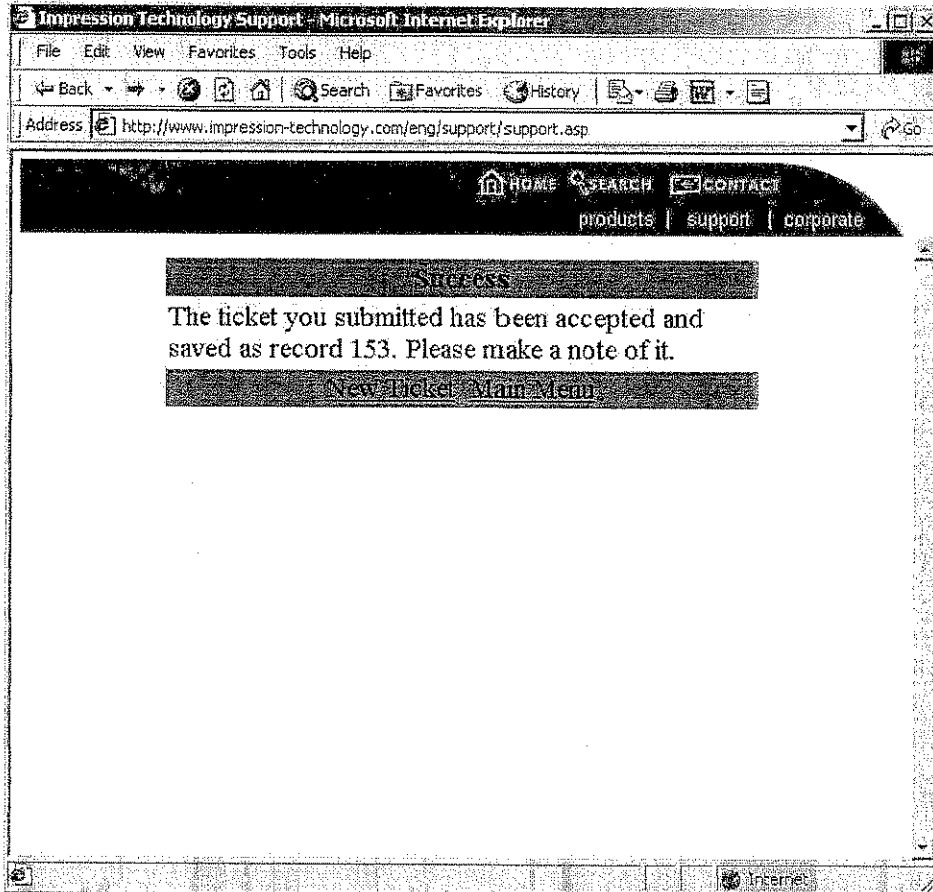


Figure 7 New Ticket Submit Acknowledgement Screen

The Find Ticket option from the main menu allows the user to locate and review the current status of the trouble tickets submitted by the user as shown below. If the trouble ticket number is known, enter the ticket number in the field labeled "Ticket ID". If the ticket ID number is lost, leaving the Ticket ID field blank will return all tickets numbers generated by the user. Press the Go button when ready to initiate the query. The system will display the result tickets found screen as shown in Figure 8.

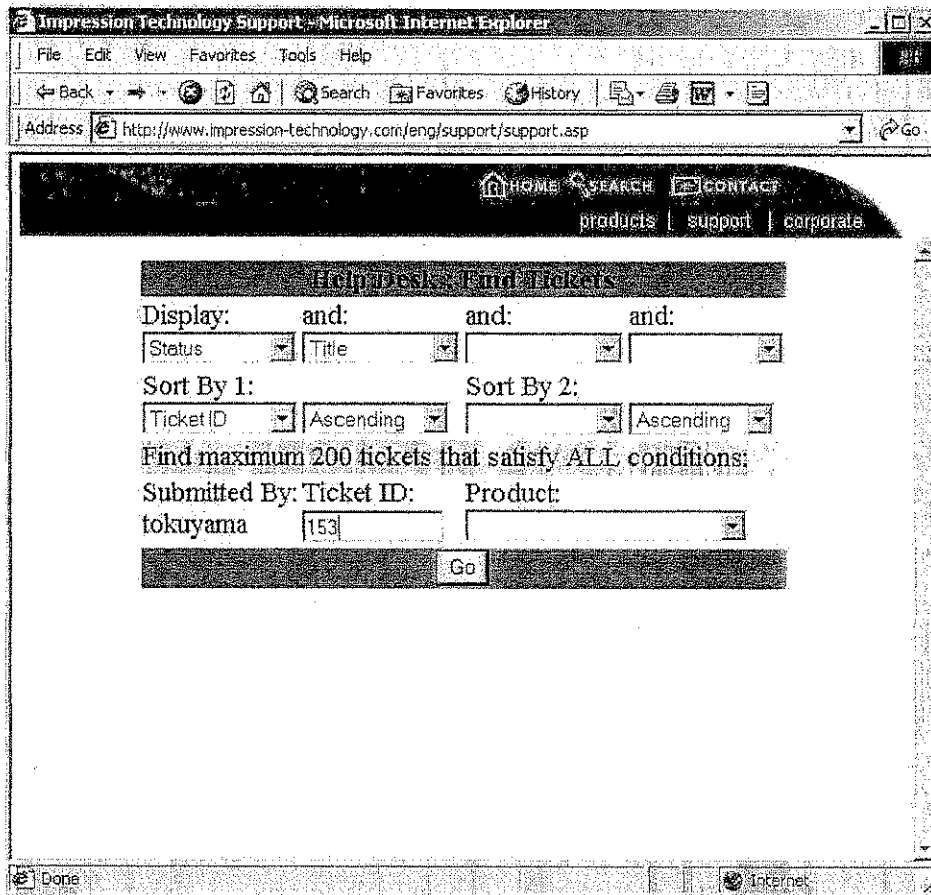


Figure 8 Find Tickets Screen

Press the Go button when ready to initiate the query. The system will display the tickets found as shown below.

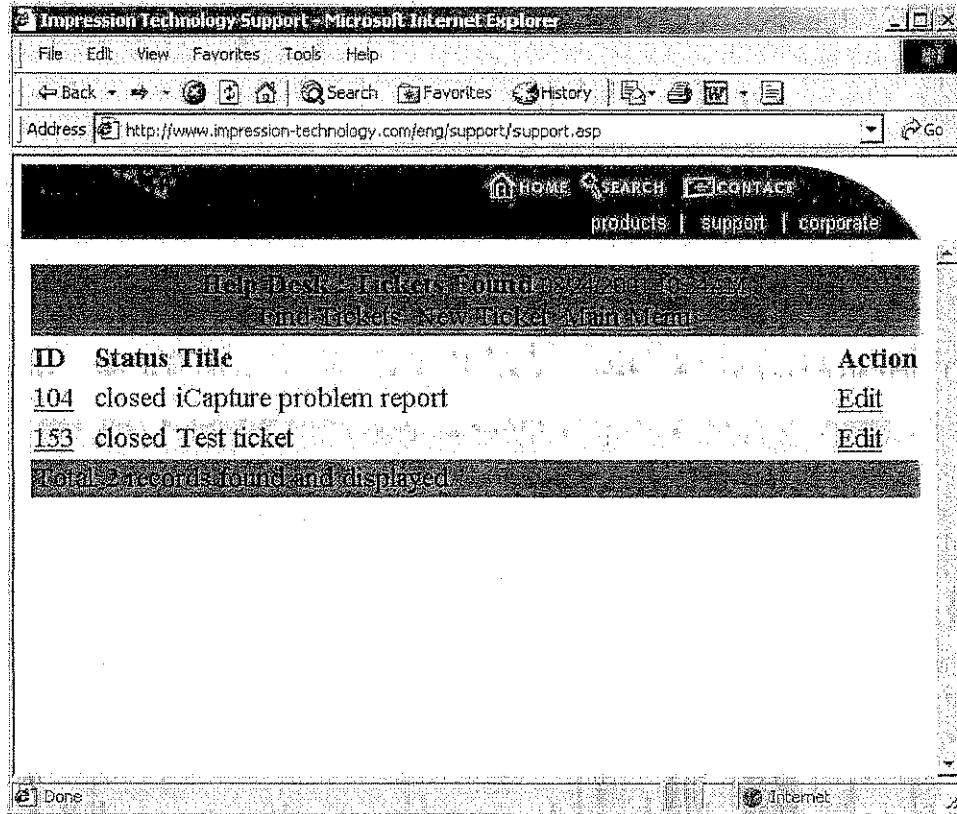


Figure 9 Tickets Found Screen

Select the desired trouble ticket from the list and the complete status of the trouble ticket may be viewed as shown below.

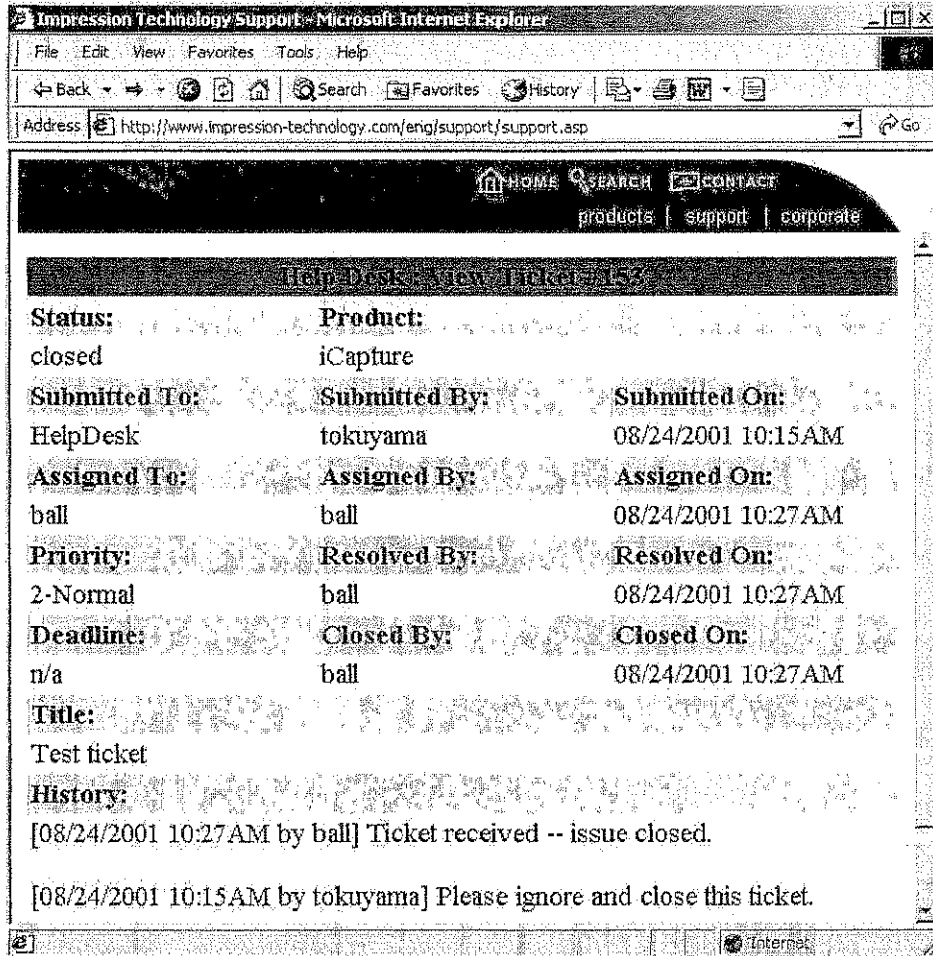


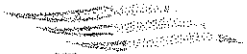
Figure 10 View Ticket Screen

Impression Technology has established a single telephone number to receive support and maintenance calls. *iCapture* users may call this number during normal business hours to speak with an Impression Technology support engineer. After hours, this same number may be used to page the Impression Technology support engineer on-call.

C-7133-1

City of Glendale, TALIS Project

Data Capture Change Order for Remittance
Processing Software and Hardware



Impression
TECHNOLOGY

Impression Technology,
1777 North California Blvd, Suite 240,
Walnut Creek, CA 94596

Impression
4/16/2010

Table of Contents

1	SCOPE.....	1
2	ASSUMPTIONS.....	1
3	OVERVIEW.....	1
4	MODIFIED DATA CAPTURE WORKFLOW.....	4
5	TAX/LICENSE PAYMENT PROCESSING.....	6
5.1	Assumptions.....	6
5.2	Sorting of Sales Tax Payment Forms.....	7
5.2.1	Singles.....	7
5.2.2	Complex Singles.....	8
5.2.3	Multiples.....	8
5.2.4	Checks-Only.....	8
6	MUNICIPAL BILLING.....	9
6.1	Assumptions.....	9
6.2	Water Bill Scanline.....	10
6.3	Water Bill Processing.....	12
6.3.1	Current Sorting Method.....	12
6.3.2	Change Impact.....	13
6.3.3	Proposed Sorting Method.....	14
6.3.4	Singles.....	14
6.3.5	Complex Singles.....	14
6.3.6	Multiples.....	14
6.3.7	Checks Only.....	15
6.3.8	Processing Rules.....	15
6.4	Water Bill Check Digit Algorithm.....	16
7	EXTERNAL SYSTEMS.....	17
7.1	Assumptions Related to Interfacing to External Systems.....	17
7.2	Output to Harris/NorthStar.....	17
7.2.5	Batch Header 'B' Record Format—Current.....	18
7.2.6	Detail Transaction 'D' Record Format—Current.....	19
7.2.7	Sample Output Records.....	20
8	COST.....	21
8.1	Software Cost.....	21
8.2	Scanner Hardware Lease Cost.....	21
8.2.1	Required Scanner Maintenance Cost.....	22
9	REQUIRED LEGAL PROVISIONS.....	22
9.1	Immigration.....	22
9.2	Prohibitions.....	23
9.3	Conflicts.....	23
10	INTEGRATION.....	23
11	PARTIES/NOTICES.....	23
11.1	Parties.....	23
11.2	Notices.....	24
	APPENDIX A: KODAK S1740 SCANNER SUBSYSTEM.....	A-1
	APPENDIX B: SCANNER LEASE AGREEMENT.....	B-1

City of Glendale, TALIS Project

Data Capture Change Order for Remittance Processing Software and Hardware

April 21, 2010

1 Scope

This Change Order addresses the City of Glendale, TALIS project's request to Impression Technology for a fixed-price quotation (CO) to extend the current scope of the TALIS contract to incorporate the additional requirements for remittance payment processing for Tax and Utility bills (water bills). The processing of tax payment transactions received within the Finance Department will be limited to the Sales Tax Return and related monetary documents including Audit Assessments, A/R Statements as well as payments received for Municipal Billing related to water bills. This change order only addresses the necessary adjustments to the software licenses, cost of the necessary scanning hardware, and the incremental annual software maintenance cost. For information related to the implementation cost for required services, please refer to the corresponding Change Order by TCS which addresses the implementation services including installation, integration, testing, and conversion support services to meet the requirements as stated herein. This CO consists of substitutions or upgrades from types of services, hardware or maintenance previously selected. Prior authorizations extended by the Glendale City Council in 2009 are not exceeded by this CO.

2 Assumptions

Due to the fixed-price nature of this quotation, the cost for the estimated labor is based on the set of assumptions that follows in the subsections below. As such, the final cost may be impacted by events not directly the responsibility of Impression Technology including additional labor required in supporting design modifications and/or supporting product re-configuration external to the iCapture suite of software.

3 Overview

The following is a description of the numbered work steps illustrated in Figure 1.

- 3.1 Mail Opening and Sorting staff will process all mail with priority given to payment then non-payment documents. Tax and License payment documents will be sorted and batched as described in Sections 5.2 and Municipal Billing Statements as described in 6.3.3.
- 3.2 The walkup counter will continue to perform the cashiering function via the iNovah system. Upon completion of cashiering, the completed Tax payment document is walked over to the Mail Opening and Sorting area in preparation of scanning.

- 3.3 The scanning operation will begin scanning the pre-sorted batches with priority given to utility and tax payments then non-payment tax and license documents as prepared by the Mail Opening and Sorting staff.
- 3.4 Upon completion of identifying and performing the optical character recognition of the forms, the data correction of the scanned documents will begin with priority given to utility and tax payments then non-payment tax and license documents.
- 3.5 Tax and License payment documents identified to be from the walk-up counter will be merged with the corresponding images of the check or payment receipt from the iNovah system.
- 3.6 Payment batches will be submitted to the Deposit21 application to deposit the checks immediately. Sales Tax and Municipal Billings will be deposited into their respective accounts at the City's bank. The status of the Deposit21 transactions will be fully accessible via multiple reports via web interface by authorized users only.
- 3.7 Upon completion of the payment processing and data correction/entry of the associated tax and license document, the XML output files are generated and submitted to TaxMantra.
- 3.8 Upon completion of the payment processing and data correction/entry of the associated Municipal Billing Statements, the output files are generated and submitted to Harris NorthStar.
- 3.9 Upon completion of all data correction/entry of the associated tax and license document including the water bills, the XML output files are generated and submitted to Documentum.

[Rest of page intentionally blank]

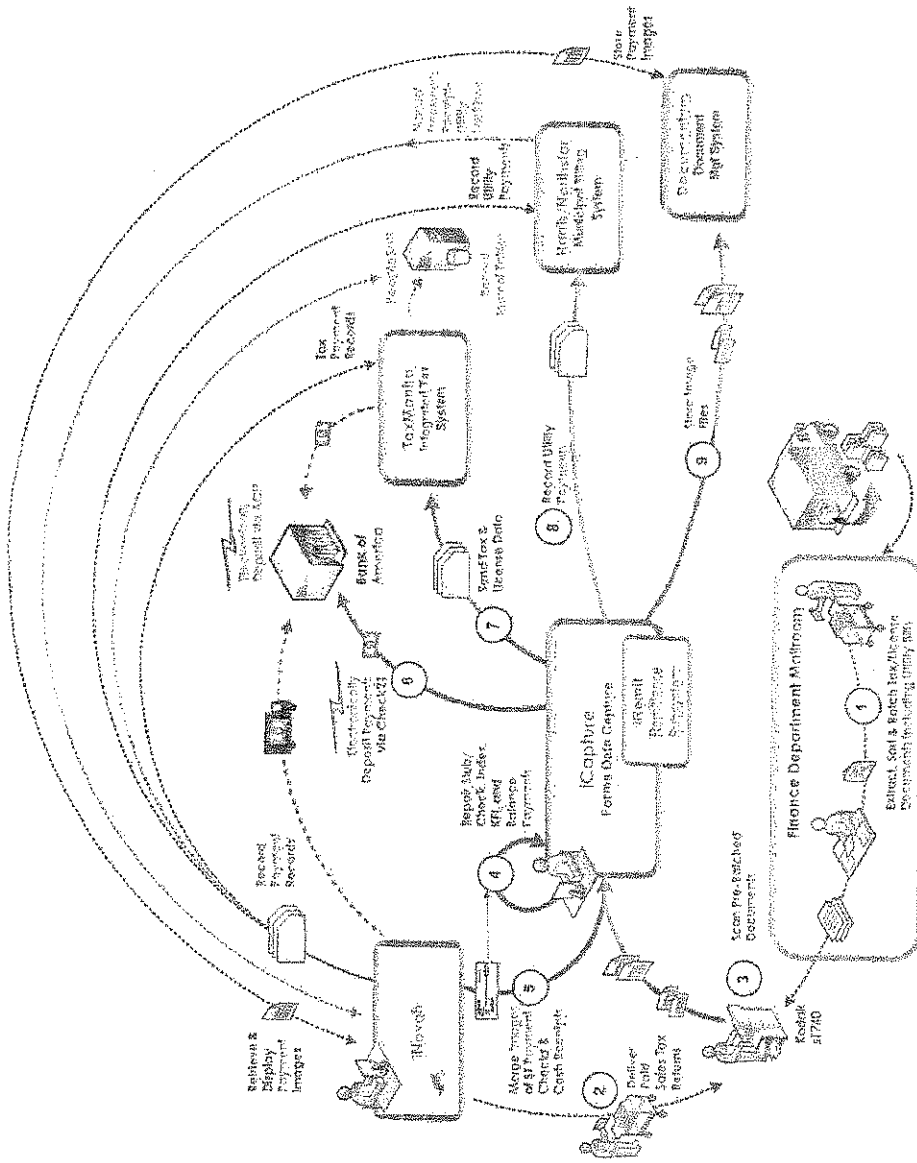


Figure 1 - Overview

4 Modified Data Capture Workflow

This change order is based on the approved detail design of the original data capture system for TALIS with the modified workflow as illustrated in Figure 2. For complete review of this workflow, please refer back to the original Data Capture Detail Design document.

[Rest of page intentionally blank]

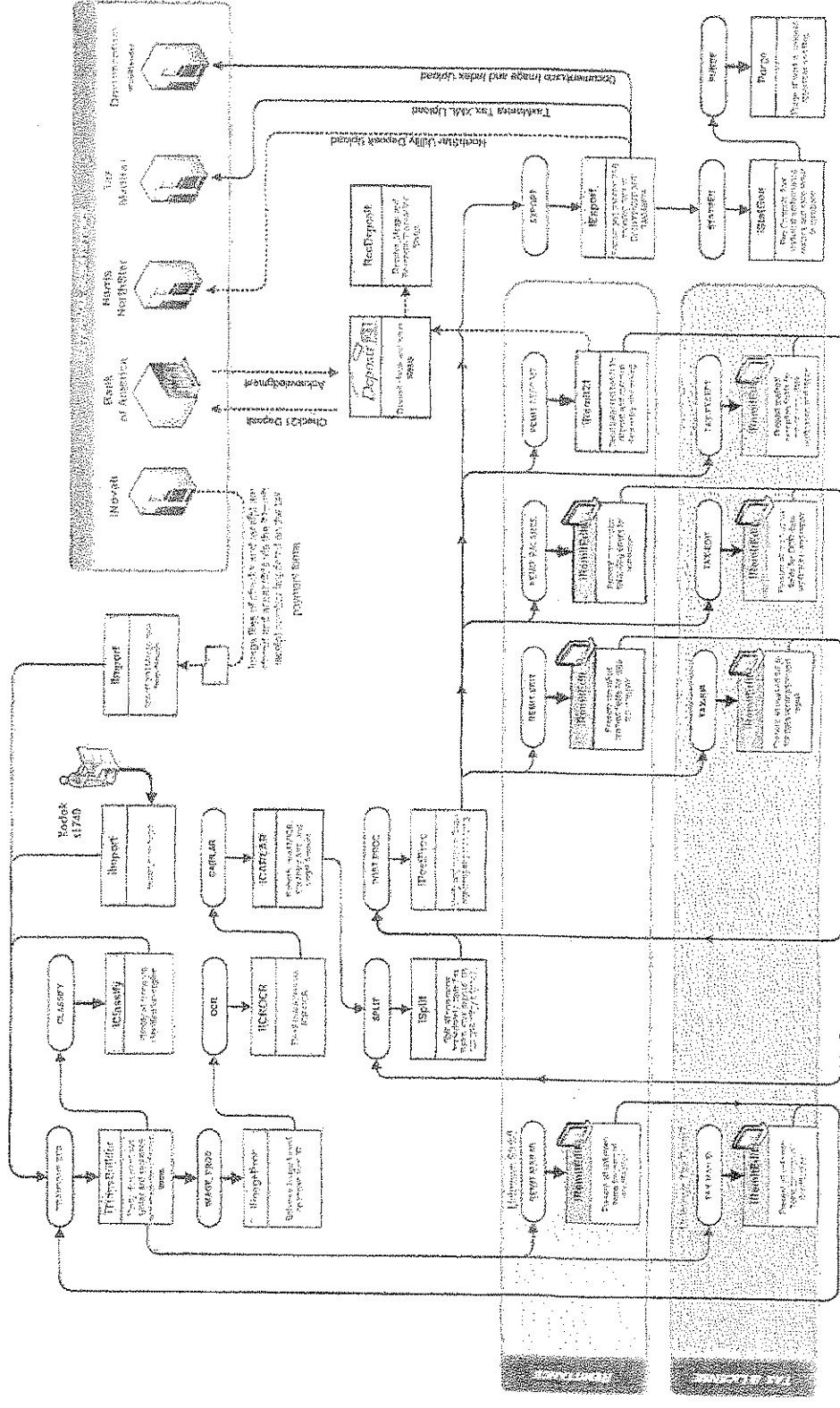


Figure 2 - Workflow



5 Tax/License Payment Processing

5.1 Assumptions

- 5.1.1 The majority of the tax payment processing activity will be associated with the Privilege (Sales) Tax returns received in the mailroom with volumes derived from the City's log during the 12 month period beginning July 1, 2008 through June 30, 2009, where the City processed approximately of 78,119 transactions annually with a peak of 1,745 returns in a single day and peak monthly volume of 6,510 transactions.
- 5.1.2 Using a +10% volume adjustment, the adjusted daily design volume of tax payment documents will be 1,920 payment transactions with an estimated 3,839 pages or 7,678 images daily. The total combined peak daily volume (including the miscellaneous tax documents, miscellaneous license documents, and water bills) is approximately 12,788 pages or 20,777 image pages.
- 5.1.3 The replacement of the originally configured Kodak i260 scanner with a newer Kodak s1740 scanner capable of scanning both the full-page and check size documents.
- 5.1.4 The majority of Sales Tax Returns will be received in the mailroom of the Finance Department. The returns along with the checks will be manually sorted and batched by the Finance Department's mailroom staff to be scanned on the new Kodak s1740 high-speed scanner.
- 5.1.5 Returns with payment will be pre-sorted to support the numerical stamping of both the returns and check payments automatically by the iCapture scanner application as a monetary scan-job configured for tax documents with payments.
- 5.1.6 The tax and license related payments cashiered at the walk-up counter via the iNovah system will be scanned at the iCapture scanner application with a special flag set. This is necessary to support the automated linkage and merging of the document to the images associated with the payment scanned by the iNovah application. System innovators will be responsible for defining the transfer of the documents to iCapture for bulk processing at the end of the day.
- 5.1.7 It is our expectation that iNovah will assign a unique transaction "receipt number" (or something equivalent to it) for each sales tax and license payment processed. This will include the imprinting of the receipt number on the lower-right corner of the front page of tax form including the checks to aid in the retrieval of the images that are digitally scanned and linked to the receipt number at the walk-up counter. For cash transactions, it is further assumed that the iNovah application will automatically generate a cash receipt image in place of the check image. In the event multiple returns are paid with a single check, the single check will be automatically linked to each sales tax return with multiple receipts

numbers such that each return will be uniquely associated with a receipt number.

- 5.1.8 The iNovah receipt number is the common index metadata associated with each payment transaction associating it with one or more checks or a combination of payments types, for example, checks, credit card payments and cash.
- 5.1.9 iNovah application will be configured to transmit a daily batch of image files associated with the tax payments at the end of the day. The format and protocol of this transfer will be supplied by the City or by the vendor responsible for the system.
- 5.1.10 To support the prioritized cashiering functionality within iCapture, the primary workflow path will be designed and configured to support the rapid data entry of the critical payment fields (amount due, amount paid, taxpayer ID) over the data entry of the non-critical data fields that will be deferred as the secondary workflow path.
- 5.1.11 As part of the primary payment workflow, the amount due from each payment form will be balanced to the sum of the checks received.
- 5.1.12 All payments will be validated against Tax Mantra for a NSF/CreditCard/ACH™ flag on the account. If found, the operator will be directed to void the entire transaction to remove it physically from the batch to process manually.
- 5.1.13 Upon completion of balancing, the transactions associated with each scan batch will be deposited electronically via Check21 to the Bank of America as required by the bank ICL specifications.

5.2 Sorting of Sales Tax Payment Forms

The mail received by the tax department is received daily and monetary documents will be manually prepared by the mailroom staff each morning for scanning. While the mail receiving and opening will remain mostly unchanged, the sorting of the return forms and payment and preparation of the scan batches will be simplified by the implementation of the following sort patterns for the creation of scanner ready tax payment batches:

- Singles
- Complex Singles
- Multiples
- Checks Only

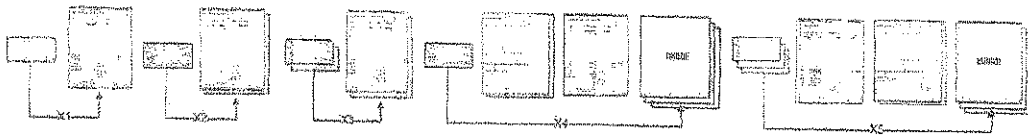
5.2.1 Singles

Straight Singles are a collection of payment transactions consisting of a single check payment followed by a single page of a payment form or stub. It is specifically designed to support the automated detection of missing items.



5.2.2 Complex Singles

A Complex Single is a monetary transaction that contains one or more check payments to a single account. The Complex Singles batch is a collection of sorted payment transactions consisting of one or more checks followed by a single payment document. Unlike Singles, the Complex Singles also allows the use of multi-paged documents as illustrated in transactions X2, X3 and X4 below. The document with the red border denotes the main payment document. The main payment document will always be associated with the single form containing the "Amount Due" field. On transactions X4 and X5 below, the yellow separator sheets were placed to indicate that the document (possibly without a barcode) was identified to be processed intact as a single document rather than to be processed as individual pages of separate documents.



5.2.3 Multiples

A Multiple is a monetary transaction that contains payments to multiple accounts. The Multiples batch is a collection of these transactions consisting of one or more checks followed by one or more payment stubs (red outline) as illustrated below. Balancing will occur by balancing the sum of all the "Amount Due" fields against the sum of all checks per each transaction. In the event an item within a transaction is identified to be void (no signature or within a transaction), the entire transaction must be voided and the transactions must be physically removed from the batch for manual processing.



5.2.4 Checks-Only

Checks Only batch is similar to a Singles batch wherein each check must be pre-assigned to a valid account. In order for the system to process this batch, every check must be manually researched to determine the license number and the other indexing information as required by the agency before scanning.



6 Municipal Billing

6.1 Assumptions

- 6.1.1 Remittance processing of municipal billings will be limited to the City's water bills received in the mailroom with volumes derived from the City's log during the 12 month period beginning July 1, 2008 through June 30, 2009, where the City processed approximately of 366,037 municipal water billing transactions with a peak of 4,199 bills in a single day and peak monthly volume of 30,503 transactions.
- 6.1.2 Using a +10% volume adjustment, the adjusted daily design volume of municipal payments will be 4,199 transactions with an estimated 8,398 pages or 12 images daily. The total combined peak daily volume (including the miscellaneous tax documents, miscellaneous license documents, and water bills) is approximately 12,788 pages or 20,777 image pages.
- 6.1.3 All municipal billings for iCapture will be received in the mailroom of the Finance Department. The billing stub along with the checks will be sorted by the Finance Department's mailroom staff with far less sorting rules than present to be scanned on the new Kodak s1740 high-speed scanner.
- 6.1.4 Bill payments will be pre-sorted to support the numerical stamping of both the payment stub and checks automatically by the iCapture scanner application via the monetary scan-job configured specifically for municipal billings.
- 6.1.5 Bill payments that are cashiered via the walk-up counter will not be scanned by iCapture system as the iNovah system will have already cashiered and updated the Harris/NorthStar system.
- 6.1.6 All payments will be validated against the Harris NorthStar system for a "NSF" flag on the account. If found, the operator will be directed to void the entire transaction to remove it physically from the batch to process manually. This further assumes one of the the following:
 - 1) that Harris will provide an electronic list of bad accounts; or
 - 2) that Harris will provide a stored procedure for iCapture to determine the bad account status given a valid account number.

6.2 Water Bill Scanline

The key information related to any given water payment is encoded on each payment stub as illustrated in Figure 1 below. The scanline is the pre-printed line of numbers in machine readable font (OCR-A) immediately above the lower edge of the payment stub also shown in Figure 2. The scanline is printed to support the automated recognition of the following numbered fields as highlighted in Figure 1 :

Figure 3 - Water Bill Scan-Line



A	Account Number: This is an 8 digit account number field as stored in the Harris system without leading zeros.
B	Occupancy Code: This is 2-digit field stored in the Harris system that is used to identify and enumerate an occupant associated with a given address in the City. The Occupancy Code differentiates the occupants who move into the location (e.g. Owner 1= Account #12345678/Occupancy Code#00; Owner 2= Account #12345678/Occupancy Code#01) and ensures the payment is applied correctly.
C	Previous Amount Due: This is the payment amount due for the previous period.
D	Current Amount Due: This is the payment amount due for the current period.
E	Total Billing Due: This is the total amount due collectively from all periods less the donation.
F	Total with Donation: This is the total amount due collectively from all periods including the donation.
G	Check Digit: This is a check digit to validate the data read from the scan line is correct. See the algorithm for computing the check digit in the subsection below.

UNIVERSITY MICROFILMS

Account 000-00
Billing Cycle 002

Current Amount Due 03/29/10 57.04

Bill Date 03/10/10

TOTAL BILLING DUE 57.04

VOLUNTARY "FROM THE HEART" DONATION 1.00

TOTAL WITH DONATION 58.04

Apply a portion of phone number 412-282-8787
Please check this box and fill in your own
information on the back of this payment stub.

9

UNIVERSITY MICROFILMS
300 N ZEEB RD
ANN ARBOR MI 48106-1500

JO [REDACTED] L
N 4 [REDACTED] DR
GLENDALE AZ 8 [REDACTED] -4 [REDACTED]

DO NOT MAIL PAYMENTS WITH PAYMENT
FOR COMPANIES INFORMATION SA 0458

0002774600 0000000000 00000003704 00000006701 00000006004

Figure 4 - Water Bill

6.3 Water Bill Processing

6.3.1 Current Sorting Method

The City currently sort payment based on the 10 sort categories as described in the table below.

1.	Overpayments	Any payments where the check amount is greater than all amounts on the scanline (fields C, D, E, and F as shown in Figure 1).
2.	Equal to previous amount due	Any payments where the check amount is equal to field C. The document preparation staff will typically highlight the matching field on the stub with a marker.
3.	Equal to total with donation	Any payments where the check amount is equal to field F. The document preparation staff will typically highlight the matching field on the stub with a marker.
4.	Underpayments	Any payments where the check amount is less than any amounts on fields C, D, E, and F.
5.	Equal to current amount due	Any payments where the check amount is equal to field D. The document preparation staff will typically highlight the matching field on the stub with a marker.
6.	Checks only	Stub missing.
7.	Signature & Date Exceptions	Any payments with a check missing a signature or post-dated checks.
8.	Equal to total billing due	Any payments where the check amount is equal to field E. The document preparation staff will typically highlight the matching field on the stub with a marker.
9.	Stub with multiple checks	Payment for a single account with multiple checks.
10.	Multiple stubs with one check	Payment for multiple accounts with single check.

Note: Any correspondence is normally separated from the stub/check and routed separately.

6.3.2 Change Impact

While the mail receiving and opening of the mail will remain mostly unchanged, the new method eliminates 6 sorts currently utilized by the City from and additionally eliminates the need to highlight any of the stub fields with a marker pen as follows:

Sort	Old Sort	Status	Comments
1.	Overpayments	Eliminated	With the exception of verifying amounts greater than 10 times the amount due, the sorting of overpayment payment will be eliminated as it does not change the outcome of the deposit nor the information transmitted to the Harris/NorthStar accounting system. All overpayments will be automatically presented for verification during balancing in iCapture.
2.	Equal to previous amount due	Eliminated	The sorting of payments for the "Previous Amount Due" will be eliminated as it does not change the outcome of the deposit nor the information submitted to the Harris/NorthStar accounting system.
3.	Equal to total with donation	Eliminated	The sorting of payments for the "Total with donation" will be eliminated as it does not change the outcome of the deposit nor the information submitted to the Harris/NorthStar accounting system.
4.	Underpayments	Eliminated	The sorting of payments for the "Underpayments" will be eliminated as it does not change the outcome of the deposit nor the information submitted to the Harris/NorthStar accounting system. All underpayments will be automatically presented for verification during balancing in iCapture.
5.	Equal to current amount due	Eliminated	The sorting of payments for the "Current amount due" will be eliminated as it does not change the outcome of the deposit nor the information submitted to the Harris/NorthStar accounting system.
6.	Checks only	Same	The sorting of payments with missing stubs will continue to be separated and furthermore must be associated with a valid Account Number and Occupancy Code written on the "memo" field before scanning. Note the "memo" field is located near the bottom left of the check. Note the "memo" field of the check is located near the bottom left of the check.
7.	No Signature on Check/Date Exceptions	Same	Staff will continue to examine each check for No Signature and Date Exceptions as part of the preparation for scanning process. Absence of a signature or date exception is cause for rejection and the transaction must be fully removed prior to batching for scanning and processed using existing procedures.
8.	Equal to total billing due	Eliminated	The sorting of payments for the "Total Billing Due" will be eliminated as it does not change the outcome of the deposit nor the information submitted to the Harris/NorthStar accounting system.
9.	Stub with multiple checks	Same	Payment for a single account with multiple checks will be batched as "Singles" as described in the following subsection.
10.	Multiple stubs with one check	Revised	Payment for a single account with multiple checks will be batched as "Multiples" as described in the following subsection.

6.3.3 Proposed Sorting Method

This section describes the proposed method to sort and batch water bills reducing the sorts currently utilized by the City to just four. While the mail receiving and opening will remain mostly unchanged, the sorting of the water bills and preparation of the scan batches will be greatly simplified by the implementation of the following sort categories:

Singles	1. Complex Singles
2. Multiples	3. Checks Only

6.3.4 Singles

A Single is defined to be a transaction that associates a check payment to a single account only. The Singles batch is a collection of such payment transactions as illustrated below consisting of a single check followed by a single stub. It represents the majority of the payment transactions processed by the department and specifically designed to support the automated detection of missing items in the transaction during scanning.



6.3.5 Complex Singles

A Complex Single is defined to be a transaction that contains one or more check payments to a single account. The Complex Singles batch is a collection of sorted payment transactions consisting of one or more checks followed by single payment stub as illustrated below. Representing a superset of the singles type of batches, it also supports the processing of the standard Singles defined above.



6.3.6 Multiples

A Multiple is a monetary transaction that contains payments to multiple accounts. The Multiples batch is a collection of these transactions consisting of one or more checks followed by one or more payment stubs as illustrated below. Balancing will occur by balancing the sum of all the "Amount Due" fields against the sum of all checks per each transaction. In the event an item within a transaction is identified to be void (no signature or within a transaction), the entire transaction must be voided and the transactions must be physically removed from the batch for manual processing. We recommend that the agency use this batch specifically for rare instances of payments consisting of multiple stubs.



6.3.7 Checks Only

Checks Only batch is similar to a Singles batch wherein each check must be pre-assigned to a valid account. In order for the system to process this batch, every check must be manually researched to determine the Account Number and Occupancy Code before scanning. The operator will be presented with the field to be keyed in manually during check editing.



6.3.8 Processing Rules

During Check/Stub repair and balancing, perform the following validations:

- 1) During data entry, provide an option to void a transaction if the operator identifies a missing signature on a check or a post-dated check that may have been missed during sorting. The physical transaction must then be removed manually from the scanned batch.
- 2) Stub Correction: During data entry, allow the operator to inspect and repair any fields unrecognized or read with low confidence from the scanline of the stub.
- 3) Check Correction: During data entry, allow the operator to inspect and repair the courtesy amount (check amount field) unrecognized or read with low confidence.
- 4) Overpayment Inspection: During data entry, any transactions that contain a payment greater than ten (10) times the Total Billing amount will be automatically presented to the Operator for manual inspection and rejection if necessary.
- 5) Transaction Balancing: During balancing, present each transaction where the total payment amount does not match any of the four (4) amount fields on the stub, Previous, Current, Total Billing, or Total with Donation Amounts.
- 6) Check Digit Exceptions: In the event the check digit on a scanline is determined to be incorrect, all of the required fields associated with scanline will be presented to the operator for data correction or re-entry.
- 7) Mailing Address/Phone Change: If the Mailing Address/Phone Change checkbox is selected on the front of the bill, the address and phone number will be automatically processed for recognition. Any unrecognized characters or text read with low confidence results will be automatically presented to the operator for data correction and verification.

6.4 Water Bill Check Digit Algorithm

Using the scan-line guide and the value of the scan-line immediately below it, the checksum algorithm is implemented as follows:

0	1	2	3	4	5																		
1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	3	4
A	B	C	D										E	F									
0	0	0	3	2	1	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

1) Using alternating 1's and 2's weights as show below for positions 1 through 54...

2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

2) ... multiply each digit of the scan-line by the corresponding weights in step 1 to yield the following:

0	0	0	3	4	2	2	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

3) Convert the result from step 2 using modulo 10. If the result in any cell is greater than 10, then add 1 to the result as follows:

			3	4	2	2	9																
--	--	--	---	---	---	---	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4) Sum up all the values from cell positions 1 to 54 from step 3. This yields the value 107.

5) Now convert the result 107 by modulo 10 again, that is determine the remainder after dividing by 10, and this yields 7.

6) Finally determine check digit by subtracting 10 by the remainder 7 which yields the final check digit 3.

7 External Systems

7.1 Assumptions Related to Interfacing to External Systems

- 7.1.1 Impression will be fully responsible for defining the necessary document types and index fields to be associated with the storage of the Tax, License and Municipal Billing documents to the City's Documentum system.
- 7.1.2 Impression will be fully responsible for the development of the automated process to transfer the multi-paged TIFF documents to the existing Documentum system. It is expected that the City will assume responsibility related to providing the interface specification and provide the necessary support to test the Documentum interface. The City has contracted this responsibility to a 3rd party vendor, Binary Office, in support of the Documentum ApplicationXtender 5.6 product suite.
- 7.1.3 Impression will be fully responsible for the development of the automated process to import the scanned payment images from the existing iNovah system. It is expected that the City will assume all responsibility related to providing the complete interface specification and provide the necessary support to test the iNovah interface. The City has contracted this responsibility to a 3rd party vendor, System Innovators, in support of the iNovah product suite.
- 7.1.4 Impression will be fully responsible for the development of the automated process to send municipal billing transaction records to the existing Harris/Northstar system. It is expected that the protocol will remain as utilized by TMS and the format will have minor enhancements to include the Document Locator Number and Mailing Address/Phone Changes. The City will assume the responsibility in providing the interface specification and provide sample data transfer files including the necessary support to test the Harris/Northstar interface. The City has contracted this responsibility to a 3rd party vendor, Harris/NorthStar, in support of the Harris/Northstar product suite.
- 7.1.5 Impression will be fully responsible for the development of the automated process to export the scanned payment images to the City's bank. The City has notified the bank of its intention to implement Check21 functionality.
- 7.1.6 Impression will be fully responsible for the development of reconciliation reports for payment information sent to Tax Mantra, NorthStar, and the City's bank.

7.2 Output to Harris/NorthStar

Output of the water bill transaction records will be uploaded to the Harris/NorthStar system upon completion of the deposit of the batch.

- 7.2.1 Upon completion of iCapture balancing and deposit, batch export files will be generated automatically for each successfully deposited batch for near real-time transmission to the Harris system.

- 7.2.2 The files will be transferred specifically for processing by the Harris/NorthStar accounting system to a well-known network share, "Export-Harris," hosted by the iCapture server (TBD) and accessible by both iCapture and NorthStar.
- 7.2.3 Completed Batch Transaction files will be automatically named using the following Harris/NorthStar convention [MMDDYY]_[XXXXXX][YYYYYY] where:
- 1) [MMDDYY] is the current date;
 - 2) [XXXXXX] is the starting batch number with leading zeros;
 - 3) [YYYYYY] is the ending batch number with leading zeros.
 - 4) While the starting and ending batch number will always be the same for this implementation, this convention support any future options to submit multiple batch transactions in a single export file.
- 7.2.4 As the iCapture is required to send a batch in near real-time, upon completion of each batch deposited, the export file will be transmitted a single batch at a time. For example, batch #15 and batch #16 for Aug. 12, 2010 will be submitted as "081210_00015_00015.dat" and "081210_00016_00015.dat" respectively.

7.2.5 Batch Header 'B' Record Format—Current

There will be one Batch Header Record for each file produced.

[Rest of page intentionally blank]

Field Name Description	Length/Value	Source	Comments
Record Type	1 A	iCapture	Literal "B"
Batch Number	5 N - Right Justified. Zero Filled.	iCapture	Batch Number
Payment Type	2 N - Right Justified. Zero Filled.	iCapture	Payment Type. Entered in Batch-Level Data Entry.
Entered By	10 A - Left Justified. Blank Filled.	iCapture	Operator User Name
Processed Date	MMDDCCYY - Right Justified. Zero Filled.	iCapture	System Date
Deposit Date	MMDDCCYY - Right Justified. Zero Filled.	iCapture	Receipt Date
Stub Total	14 N - Right Justified. Zero Filled. Implied Decimal.	iCapture	Total Dollars from Stubs
Check Total	14 N - Right Justified. Zero Filled. Implied Decimal.	iCapture	Total Dollars from Checks
Number of Checks	3 N - Right Justified. Zero Filled.	iCapture	Total Number of Checks in the Batch
Number of Stubs	3 N - Right Justified. Zero Filled.	iCapture	Total Number of Stubs in the Batch

7.2.6 Detail Transaction 'D' Record Format—Current

There will be one Detail Transaction Record for each stub processed.

Field Name Description	Length/Value	Source	Comments
Record Type	1 A	iCapture	Literal "D"
Batch Number	5 N - Right Justified. Zero Filled.	iCapture	Batch Number
Sequence Number	3 N - Right Justified. Zero Filled.	iCapture	Item Sequence Number
Account Number	8 N - Right Justified. Zero Filled.	iCapture	Account Number
Occupant Code	2 N - Right Justified. Zero Filled.	iCapture	Occupant Code
Stub Amount	11 N - Right Justified. Zero Filled. Implied Decimal.	iCapture	Dollar Amount Applied to the Stub
Donation Amount	11 N - Right Justified. Zero Filled. Implied Decimal.	iCapture	Dollar Amount Applied to the Donation for the Stub
Check Number	15 N - Right Justified. Zero Filled.	iCapture	If not available, will be zeroes. Entered in Item-Level Amount Entry.
Check Amount	11 N - Right Justified. Zero Filled. Implied Decimal.	iCapture	Check Amount from the first check of the transaction.

7.2.7 Sample Output Records

1	2	3	4	5	6	7
1234567890	1234567890	1234567890	1234567890	1234567890	1234567890	1234567890

00000301CBARRON 0325201003252010000000007591690000000759169070072

D00003001001661310000000058500
D0000300200166230000000001882600
D0000300400112009000000001946100
D0000300500113536000000000984800
D0000300700196878030000000753900
D0000300900238254010000000651600
D000030110011322500000000966500
D0000301300035001000000001831000
D0000301500237504020000000661400
D000030170014050200000000644700
D00003019000216430000000057900
D000030210012756600000000837000
D0000302300155314010000000654800
D0000302500178011010000004693000
D000030270019331000000008786000
D0000302900233164010000000707800
D00003031000246110000000057600
D0000303300194626010000000682700
D000030350002934400000000769000
D000030370012380200000000665700
D000030390023402100000000538200
D000030410018264100000000962200
D0000304300186040010000000486900
D00003045001877300000000616300
D000030470014859100000000863500
D000030490026031200000000548500

8 Cost

The proposed solution will require additional software licenses over the original scope, professional services, and maintenance charge as specified in the following subsections.

8.1 Software Cost

Impression Technology has determined the minimal requirements for additional software as listed in Table 1 below totaling \$26,865 with an incremental annual maintenance cost as shown in Table 2. Please note that the software license cost is limited to 500K checks annually. Additional seats for iRemitEdit data entry applications will be subject to a cost of \$1,500 per seat and an additional \$331 in annual maintenance fee.

Table 1 - Remittance Software Cost

Core Product	QTY	List Rate/Unit Price	Discount %*	Sell Price
iRemit Edit and Balance App	4	\$ 3,900.00	-60.0%*	\$ 6,240
iRemit CAR/LAR Processor (limited to 500K/year**)	1	\$ 12,500.00	-60.0%*	\$ 7,500
iRemit/Deposit21-Clearing Base (limited to 500K/year**)	1	\$ 21,875.00	-52.0%*	\$ 13,125
Total Impression Software				\$ 26,865

*special one-time discount
**transactions/annually

Table 2 - Annual Software Maintenance

Remittance Annual SW Maintenance	Quantity	Rate/Unit Price
Annual Maintenance - 1st Year	1	\$ 4,498
Annual Maintenance - 2nd Year	1	\$ 4,498
Annual Maintenance - 3rd Year	1	\$ 4,723
Annual Maintenance - 4th Year	1	\$ 4,959
Annual Maintenance - 5th Year	1	\$ 5,207

① This document is limited to the hardware and software cost only. Please refer to the TCS Change Order for the estimated cost of the professional services required to implement this Change Order.

8.2 Scanner Hardware Lease Cost

The monthly lease cost for a Kodak certified and refurbished 12-pocket Kodak s1740 scanner, exclusively provided by Impression Technology, is \$1,975 as shown in Table 5. Please also note that any manufacturer refurbished scanners will be subject to limited availability. Alternatively, the lease cost for a new 8-pocket scanner is estimated to be approximately \$2,536.

Table 3 - Optional Scanner Lease Cost

Kodak s1740 Capture System	Monthly Lease Cost
Monthly 5-Year Lease Cost of a fully configured 12 pocket s1740 Scanner (demo)	\$ 1,975

8.2.1 Required Scanner Maintenance Cost

The scanner will require the purchase of a certified Kodak maintenance with one, two or three year warranties as listed in Table 5. Kodak provides standard extended warranties on all Kodak certified scanners under the same policy as new scanners. Please note that upon the expiration of the initially warranty option selected below (one, two or three year extended warranty as shown below), upon expiration of the term, Kodak will require all subsequent years of maintenance to be purchased annually thereafter via their "1 Year Post Warranty Care Kit" maintenance listed below.

All Kodak warranty service is provided directly by Kodak and the Care kit prices shown below in Table 7 are subject to change by Kodak on an annual basis.

Table 4 - Scanner Hardware Annual Maintenance

KODAK s1740 Maintenance	Catalog#	Qty	Unit List Price
Kodak S1740 12p 1 Year Post Warranty Care Kit	1844901	0	\$ 13,973
Kodak S1740 12p 1 Year Extended Warranty Care Kit	1695782	1	\$ 10,518
Kodak S1740 12p 2 Year Extended Warranty Care Kit	1345297	0	\$ 24,542
Kodak S1740 12p 3 Year Extended Warranty Care Kit	1931419	0	\$ 38,584

9 Required Legal Provisions

9.1 Immigration

9.1.1 Impression, 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.

9.1.2 Any breach of warranty under subsection 9.1.1 is considered a material breach of this CO and is subject to penalties up to and including termination of this CO.

9.1.3 City retains the legal right to inspect the papers of Impression or any subcontractor employee who performs work under this CO to ensure that Impression or any subcontractor is compliant with the warranty under subsection 9.1.1 above.

9.1.4 City may conduct random inspections, and upon request of the City, Impression shall provide copies of papers and records demonstrating

continued compliance with the warranty under subsection 9.1.1 above. Impression 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 9.1.

- 9.1.5 Impression agrees to incorporate into any subcontracts under this CO the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Impression also agrees to require any subcontractor to incorporate into each of its own subcontracts under this CO the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.1.6 Impression's warranty and obligations under this Section 9.1 to the City are continuing throughout the term of this CO 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.
- 9.1.7 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.

9.2 Prohibitions.

Impression certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this CO will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

9.3 Conflicts.

This CO is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

10 Integration

Appendices A and B attached hereto are fully incorporated into this CO as if fully stated. The signatures below also operate to make fully effective the Scanner Lease Agreement outlined in Appendix B.

11 Parties/Notices

11.1 Parties

Impression:

Impression Technology, Inc. a California Corporation
1777 North California Boulevard
Walnut Creek, California 94596
Attention: Charles Hou

City:

City of Glendale, an Arizona municipal corporation
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: Susan Matousek

with a copies to: City Manager
 5850 West Glendale Avenue
 Glendale, Arizona 85301

 City Attorney
 5850 West Glendale Avenue
 Glendale, Arizona 85301

11.2 Notices

- 11.2.1 Any notice required or otherwise given pursuant to this CO shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery as listed above.
- 11.2.2 All notices to City's representative must be given concurrently to City Manager and City Attorney.
- 11.2.3 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.
- 11.2.4 City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Impression identifying the designee(s) and their respective addresses for notices.
- 11.2.5 Impression 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.
- 11.2.6 Notwithstanding the foregoing, day-to-day communications between the Parties may be made by phone, facsimile transmission, e-mail or any other method agreed to by the Parties.
- 11.2.7 Either party may change such addresses from time to time by providing notice as set forth above.

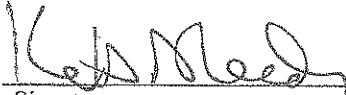
IN WITNESS WHEREOF, the parties have caused this Change Order to be executed.

CITY:

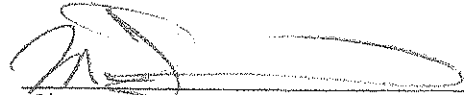
IMPRESSION:

APPROVED BY

APPROVED BY



Signature



Signature

Kenneth A. Reedy

Print Name

Michael Tokuyama

Print Name

Interim Assistant City Manager

Title

President

Title

June 1, 2010

Date

May 21, 2010

Date

Attest:



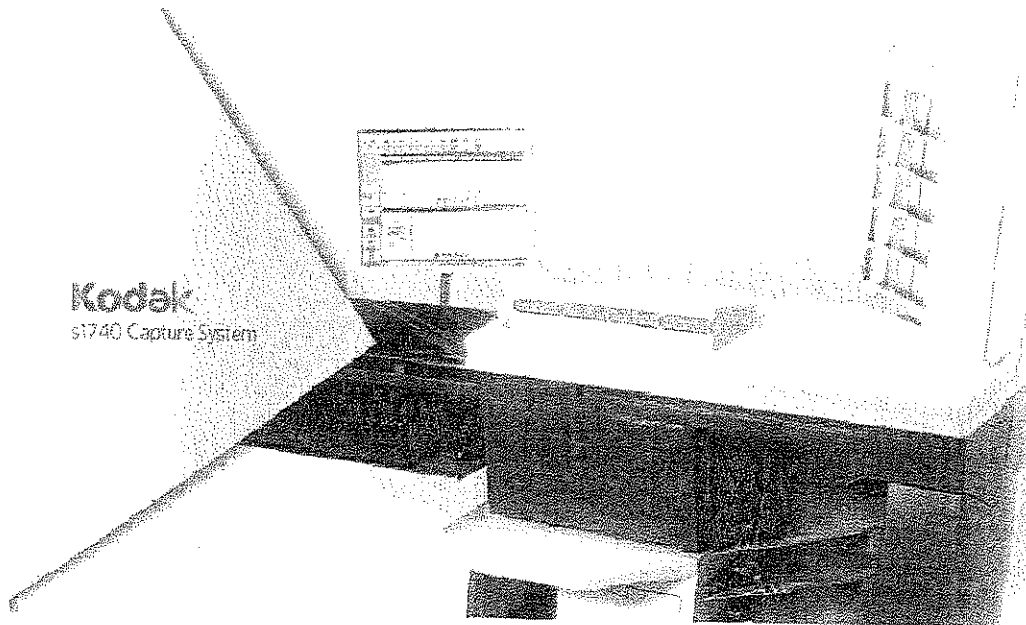
Pamela Hanna, City Clerk (SEAL)

Approved as to form:



Craig Tindall, City Attorney

Appendix A: Kodak s1740 Scanner Subsystem



A fully integrated system to meet your business needs

It takes more than quality hardware to solve problems and provide the efficiency today's challenging business environments demand. That's why the Kodak s1740 Capture System integrates a highly capable scanner, advanced operating system software, and worldwide service and support to bring you capability, business efficiency and peace-of-mind.

Cost-cutting auto-sorting

The Kodak s1740 Capture System delivers advanced inline document separation performance, eliminating most manual pre-sorting to save employees' time.

With far less labor necessary to ensure accurate document separation, your savings will add up fast. Plus, the ease-of-use and automation deliver a great combination of low TCO (Total Cost of Ownership) and high TCB (Taking Care of Business).

Put more in—we'll sort it out

- In a single pass, Kodak s1740 Operating System Software, a

powerful control program, captures the information that enables automatic post-sorting into 2, 6, 8 or 12 pockets—based on smart imaging that leverages optical character recognition (OCR), barcodes, and even MICR data.

- Whether it's a credit card slip, a check or a complex document on legal-size paper, this dependable, high-volume solution's continuous feeder can handle it with ease. Intermixed size? Different weights of paper? No problem.
- For document completeness, easy separation and tracking, you can—in real time—encode MICR data on documents. With the barcode encoding option, you can imprint the same barcode (up to three barcodes in one run) on every page of a document to keep pages from the same file together.
- You can separate documents as they are scanned by a variety of attributes (size, shape and more) or content (barcode, MICR, format or OCR). You can even sort by logos or other graphic elements.

Flexible output, too

- For electronic distribution or archiving, you can define tags (XML) to facilitate

the sharing of data and choose the image format (JPEG or TIFF) that best meets your specific application needs.

- You can easily specify up to six different images (color, grayscale and bitonal, both front and back) from just one pass.
- You'll have instant access to a wide range of statistical information on the documents processed—just what you need to make the best decisions.

Experience counts

When you choose the Kodak s1740 Capture System to enable new scanning productivity, you're selecting a solution from a company that's been a global leader in document imaging for almost 80 years. We offer the experience, expertise and commitment to enable smooth, one-vendor integration.

Kodak Service & Support

Our team of service experts is here for you around the clock and around the world—just what you need to ensure peace of mind. Choose from a variety of service plans and enjoy maximum uptime and real convenience.

s1740 Capture System

Operating Software	Kodak s1740 operating system software for intelligent capture, real-time interpretation and efficient management of information
Input/Document Separation	Available in 2-, 6-, 8- and 12-pocket configurations
Imaging/Endorsing/Encoding	Optional front post-scan and rear post-scan (front side marking is in E13B fonts only, rear side is endorsing only)
Scanning Technology	Scans both front and back sides of documents Fast In-line CCD Color capture output bit depth is 24-bit (8-bit R, 8-bit G, 8-bit B); Color capture bit depth is 40-bit (10 bits per red, green, blue and black channels); Color output bit depth is 24-bit
Character Reading (Some optional)	Optical Single-line OCR-A, OCR-B or E13B 2 read-windows configurable by software; Read direction (horizontal and vertical) selectable Supported barcodes: Code 2 of 5 (Code 25); Code 2 of 5 interleaved, non-interleaved, with IATA, Industrial, MATRX, DATALOG; Code 39, EAN 8, EAN 8 with AddOn, EAN 8, EAN 8 with AddOn
On-board Imaging Features	Artifacts, aggressive crop, dynamic image rotation, automatic color dropout, dual stream scanning, software removal of noise, optical flow processing, automatic color detection
Illumination	Dual fluorescent lamps per side
Optical Resolution	300 different color images; 240 dpi for grayscale images
Output Resolution	Black and white: 300/240/300 dpi; Color/grayscale: 100/120/150/200/240/300 dpi
Recommended Daily Volume	Unlimited
Throughput Speeds (200 dpi, letter size/A4 documents)	Up to 110 ppm/220 ipm (Throughput speeds may vary depending on your choice of driver, application software, operating system and PC)
Feeder	Continuous feeder with up to 1000-sheet capacity
Paper Thickness and Weight	Check sized documents: 70 g/m ² (14.3 lbs./sq. ft.) to 110 g/m ² (22.5 lbs./sq. ft.) Full page documents: 60 g/m ² (12.3 lbs./sq. ft.) to 130 g/m ² (26.6 lbs./sq. ft.)
Maximum Document Size	210 mm x 350 mm (8.3 in. x 14 in.)
Minimum Document Size	70 mm x 125 mm (2.75 in. x 4.9 in.)
Skew Detection	Optical and ultrasonic double-feed-skewlet intake point prevents multiple feeds. Additional security is provided by various sensors along paper path, which monitor document transport and detect double feeds.
Connectivity	SCSI-2 interface
On-board Compression	CCITT Group III, 3/ JPEF or lossless local output
File Format Outputs	JPEG (for color and grayscale images); TIFF (for black and white images)
Electrical Requirements	120-240 VAC, 50-60 Hz, 2-4A
Power Consumption	Idle: 220 Watts; Running: 480 Watts
Environmental Factors	Lead-free; Operating temperatures: 10°C (50°F) to 35°C (95°F); Relative humidity: 40 to 80 percent, relative non-condensing
Acoustical Noise	In operation (closed cover): 65.0 dBA
Minimum PC Configuration	Pentium 4 500MHz processor with 512 MB RAM
Supported Operating Systems	Windows 2000, Windows XP SP2
Approvals and Product Certifications	CE, FCC, UL, UL1950
Consumables Available	Ink Cartridge for Mark II Endorser (or ML2); Ink Cartridge for used ink (or ML2); Ribbon Cartridge MLCR (CMR-7 and E13B fonts); Feeder Belt separator (upper side); Feeder Belt separator (lower side); Feeder Wheel (diameter 100 mm, small version)
Accessories	Code line recognition for E13B fonts; Vertical Endorser; Endorser for E13B fonts; Enhanced Endoring Module; Barcode Reader Module
Dimensions	With 2 or 6 pockets: Weight: 252 kg (551.3 lbs.); Depth: 635 mm (25.0 in.); Width: 1675 mm (65.9 in.); Height: 1520 mm (59.8 in.) With 3 pockets: Weight: 232 kg (511.3 lbs.); Depth: 635 mm (25.0 in.); Width: 1675 mm (65.9 in.); Height: 1803 mm (71.0 in.) With 12 pockets: Weight: 250 kg (551.5 lbs.); Depth: 635 mm (25.0 in.); Width: 1675 mm (65.9 in.); Height: 1803 mm (71.0 in.)

For more:

www.kodak.com/gov/s1740

Printed using Kodak technologies.

Eastern Kodak Company
343 State Street, Rochester, NY 14650
1-800-944-6171

Kodak Canada, Inc.
Toronto, Ontario M5M 1V3
1-800-485-6325

Kodak GmbH
Hesse-Bingerstr. 60
70827 Stuttgart, Germany
EAMER-Div-Captiv@kodak.com

©Kodak, 2007. Kodak is a trademark of Kodak.
Specifications subject to change without notice.

A-5781 CAT No. 1415850 Printed in USA B/07

Locations you can count on:

Kodak (Australia) Pty. Ltd.
Australia: 1-800-895-747
New Zealand: 0600-2 KODAK (55225)
anz-marketing@kodak.com

Kodak (China) Investment Company Limited
Beijing +8610 6561 6561 ext. 8908

Kodak (Hong Kong) Limited
North Point, Hong Kong 07021
852-2564-9330

Kodak Taiwan Limited
Taipei +6662 2950 0936 ext. 783

Kodak in your corner:

Kodak Japan Limited
Tokyo, Japan
81-3-5540-2270
jp-41-mktg@kodak.com

Kodak de Mexico
Miraflores 408
Guadalupe, Mexico
521 (291) 3610-6596

Appendix B: Scanner Lease Agreement

The Parties agree as follows:

- 1. EQUIPMENT:** Impression hereby leases to City the following equipment:
One (1) Kodak s1740 Capture Systems configured with 12 pockets, Multi-Line Endorser, Codeline Recognition for E138B fonts and Barcode Reader Module ("Equipment").
- 2. LEASE TERM:** The term of this lease shall be 60 months and the lease will start on June 1, 2010 and will end with the last lease payment on May 1, 2015.
- 3. LEASE PAYMENTS:** City agrees to pay Impression as rent for the Equipment the amount of \$1,975.00 ("Rent") each month in advance on the first day of each month at the following address or at any other address designated by Impression:

Impression Technology, Inc.
Attention: Charles Hou,
1777 North California Boulevard
Suite 240
Walnut Creek, California 94596

If the lease term does not start on the first day of the month or end on the last day of a month, the rent will be prorated accordingly.

- 4. LATE CHARGES:** If any amount under this Agreement is more than forty-five (45) days late, City agrees to pay a late fee of one percent (1%) of the monthly payment due for the subject period.

- 5. DELIVERY:** City shall be responsible for all actual expenses and costs associated with the delivery and installation of the Equipment at the City's designated site. At least thirty (30) days prior to the delivery of the Equipment, Impression shall provide the City written specifications regarding the space, power, networking and other facility requirements associated with the installation and operation of the designated Equipment. The City shall be responsible for the preparation of the site in accordance with these specifications and all costs associated with site preparation.

- 6. DEFAULTS:** If City fails to perform or fulfill any obligation under this Agreement, City shall be in default of this Agreement. Subject to any statute, ordinance or law to the contrary, City shall have seven (7) days from the date of notice of default by Impression to cure the default. In the event City does not cure a default, Impression may at Impression's option (a) cure such default and the cost of such action may be added to City's financial obligations under this Agreement; or (b) declare City in default of the Agreement. If City shall become insolvent, cease to do business as a going concern or if a petition has been filed by or against City under the Bankruptcy Act or similar federal or state statute, Impression may immediately declare City in default of this Agreement. In the event of default, Impression may, as permitted by law, re-take possession of the Equipment. Impression may, at its option, hold City liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term and any rent paid by any successor to City if the Equipment is re-let minus the cost and expenses of such re-letting. In the event Impression is unable to re-let the Equipment during any remaining

term of this Agreement, after default by City, Impression may at its option hold City liable for the balance of the unpaid rent under this Agreement as if this Agreement had continued in force.

7. POSSESSION AND SURRENDER OF EQUIPMENT: City shall be entitled to possession of the Equipment on the first day of the lease term. Unless this lease specifies the terms and condition for full ownership by the City at the expiration of the lease term (see paragraph 25), the City shall surrender the Equipment to Impression by delivering the Equipment at the City's site of installation to Impression or Impression's agent in good condition and working order, ordinary wear and tear excepted, as it was at the commencement of the Agreement. In the event the Equipment is surrendered to Impression at the end of the lease period as provided for herein, Impression shall be responsible for the de-installation of the Equipment and its removal from the City's site.

8. USE OF EQUIPMENT: City shall only use the Equipment in a careful and proper manner and in accordance with the operating and maintenance manuals provided by Impression. Impression shall provide the City training (included within the price of the Lease) on the use and routine maintenance associated with the operation of the equipment and Impression agrees to maintain the equipment in accordance with the documentation provided by Impression at the time of delivery and subsequent user training.

9. CONDITION OF EQUIPMENT AND REPAIR: City or City's agent will, at the time of delivery, inspect the Equipment and acknowledge that the Equipment is in good and absent of shipping damage or other visible defects. In the event any damage or defects are noted, City shall immediately inform Impression of the nature of the damage or defect and take no further action unless directed in writing by Impression.

10. MAINTENANCE: City will, at City's sole expense, maintain a maintenance support agreement with the Original Equipment Manufacturer (OEM) throughout the term of this lease. The monthly costs of this OEM maintenance and support are quoted separately within this Agreement and these monthly costs shall be paid directly to Impression who will then be responsible for the maintenance contract with the OEM.

11. LOSS AND DAMAGE: City shall be responsible for the risk of loss or damage to the Equipment for whatever reason during the term of the lease (excepting acts or omissions of Impression attributable to the loss or damage). No loss or damage to the Equipment or any part thereof shall impair any obligations of the City under the terms of this Agreement. In the event of loss or damage to the Equipment of any kind, City, at Impression's sole option may:

- a) Place the Equipment in good repair, condition and working order by contracting with the OEM for such repairs.
- b) Replace the Equipment via a direct purchase with the OEM
- c) Pay Impression the balance of payments due for the term of the lease.

12. INSURANCE: City shall be responsible to maintain all risk insurance against loss of and damage to the Equipment for not less than the full replacement value of the equipment, naming Impression as loss payee. City agrees to provide, if requested, a certificate of insurance or other evidence of such insurance.

13. ENCUMBRANCES, TAXES AND OTHER LAWS: City shall keep the Equipment free and clear of any liens or other encumbrances, and shall not permit any act where Impression's title or rights may be negatively affected. City shall be responsible for complying with and

conforming to all laws and regulations relating to the possession, use or maintenance of the Equipment. Furthermore, City shall promptly pay all taxes, fees, licenses and governmental charges, together with any penalties or interest thereon, relating to the possession, use or maintenance of the Equipment.

14. IMPRESSION REPRESENTATIONS: Impression represents and warrants that it has the right to lease the Equipment as provided in this Agreement and that City shall be entitled to operate and possess the Equipment, and Impression will not interfere with that right as long as City pays the monthly lease payments in a timely manner and performs all other obligations under this Agreement.

15. TITLE AND OWNERSHIP: Title and ownership of the Equipment is held by, and shall remain exclusively with, Impression until the end of the lease term at which time title and ownership may transfer upon the payment of \$1 by the City.

16. SEVERABILITY: If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

17. ASSIGNMENT: Neither this Agreement nor City's rights hereunder are assignable except with Impression's prior, written consent.

18. BINDING EFFECT: The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

19. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

20. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Impression and City.

21. CUMULATIVE RIGHTS: Impression's and City's rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

22. WAIVER: The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of rent by Impression does not waive Impression's right to enforce any provisions of this Agreement.

23. INDEMNIFICATION: Except for damages, claims or losses due to Impression's acts or negligence, City, to the extent permitted by law, will indemnify and hold Impression and Impression's property, free and harmless from any liability for losses, claims, injury to or death of any person, including City, or for damage to property arising from City using and possessing the

Equipment or from the acts or omissions of any person or persons, including City, using or possessing the Equipment with City's express or implied consent.

24. ADDITIONAL TERMS & CONDITIONS: The lease quotation associated with this Agreement is based on the City purchasing the Equipment at the end of the Lease Term for \$1.

[End of Appendix B]



Legislation Description

File #: 15-248, Version: 1

APPROVAL CONFIRMATION OF AN EMERGENCY PURCHASE FROM TITAN POWER, INC.

Staff Contact: Tom Duensing, Director, Finance and Technology

Purpose and Recommended Action

This is a request for the City Council to confirm the approval of an emergency purchase from Titan Power, Inc. for an uninterruptible power supply for the Finance and Technology Department.

Background

On Thursday March 12th the city experienced a hardware failure with its Uninterruptable Power Supply (UPS) that supports the main city computer room. This is a critical piece of Information Technology infrastructure which keeps systems running in the event of any power failure. The Finance and Technology Department immediately contacted vendors to obtain estimates of the cost for a replacement unit. Titan Power, Inc. provided a quote for the parts and installation and was able to commit to installing a temporary fix within 4 days and a permanent unit within two weeks. In addition, Titan Power Inc., is an authorized vendor of the State of Arizona, therefore the city received state contracted prices for the job. The price for the temporary unit installation and subsequent purchase and installation of the permanent unit was \$60,964.37.

In accordance with City code section 2-147 (a), the Materials Manager may procure and contract for supplies and services without compliance with the formal purchase requirements when there has been a determination that an emergency purchase is necessary. Also in accordance with the City code section 2-147 (b), the Finance and Technology Director, as the department head, determined the emergency purchase was valid due to the critical nature of this power supply unit.

Finance Administrative Policy No. 8 regarding Emergency Purchase of Materials and Supplies states "For purchases of \$50,000 or more, the Materials Manager will advise the City Manager's Office of the emergency condition and request approval". The City's Materials Manager, Vicki Rios, requested and received City Manager approval of the emergency purchase on March 13. The emergency purchase policy also states that "Emergency purchases exceeding the formal purchase limit of \$50,000 shall require the approval confirmation of the City Council."

Analysis

This action will confirm the approval of an emergency purchase from Titan Power, Inc. for an uninterruptible power supply to support the City's main computer room. The purchase was made following the emergency provisions of the city code and all applicable city policies.

Budget and Financial Impacts

File #: 15-248, Version: 1

The purchase will be paid for from the Technology Replacement fund in the amount of \$60,964.37. While the costs were not anticipated, the fund has sufficient budget appropriation to make this purchase.

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



DATA CENTER • DESIGN • BUILD • MAINTAIN

7031 West Oakland Street
 Chandler, Arizona 85226
 1-800-509-6170

Invoice

DATE	INVOICE #
3/23/15	19243

BILL TO
City of Glendale- Information Systems Public Safety Complex Attn: Accounts Payable 6835 N. 57th Drive Glendale, AZ. 85301

SHIP TO
City of Glendale- Public Safety Complex 6835 N 57th Dr. Glendale, AZ 85301

P.O. NUMBER		TERMS	REP	SHIP	JOB
0000008456		Net 30	JK	3/23/15	11934-C-UPSInstall-MainPoli...
QUANTITY	ITEM CODE	DESCRIPTION		PRICE EACH	AMOUNT
		Requisition ID # 0000008456 Uninterruptible Power System (UPS) Installation for the Data Center Project completed 3-23-15			
1	Equipment/ m...	RM50-50/40kw Gamatronic UPS		28,487.00	28,487.00T
1	Contracting L...	Start up and Electrical installation Labor		30,396.00	30,396.00
	Freight-Const...	Shipping & Freight		375.00	375.00
		Subtotal			59,258.00
		Contracting sales tax		5.99%	1,706.37
Thank you, we appreciate your business. Please remit to above address.				Total	\$60,964.37

A late charge will be assessed on all past due invoices at the rate of 1.5% per month.



Legislation Description

File #: 15-208, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH TRANS WEST ANALYTICAL SERVICES, LLC FOR LABORATORY SERVICES UTILIZING A MARICOPA COUNTY COOPERATIVE PURCHASING CONTRACT

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

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a multi-year linking agreement with Trans West Analytical Services, LLC for laboratory services in an amount not to exceed \$264,000 (\$52,800 annually over the contract term of five years). This cooperative purchase is available through an agreement between Maricopa County and Trans West Analytical Services, LLC contract 13134-ITN, and is effective through April 30, 2017 with one three-year extension through April 30, 2020.

Background

The Water Services Department provides safe and reliable water and wastewater services for City of Glendale residents and businesses. The Water Services Pretreatment Program was developed in 1984 by mandate from the United States Environmental Protection Agency. This program collects wastewater samples during announced and unannounced industrial wastewater sampling events of five major industries to ensure compliance with all federal, state, and local regulations. The Water Services Department is also required to collect water samples from wet weather storm water events at several storm water discharge points in Glendale as required by the City of Glendale's Municipal Separate Storm Sewer System Permit.

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.

Trans West Analytical Services, LLC was awarded their contract by Maricopa County through a competitive bid process and includes a provision for cooperative purchasing. Materials Management and the City Attorney's Office have reviewed and approved the utilization of the agreement from Maricopa County for the defined services, and concur the cooperative purchase is in the best interest of the city.

This action will authorize the City Manager to enter into a linking agreement with Trans West Analytical Services, LLC through April 30, 2017, and as needed, extend the agreement through April 30, 2020.

Community Benefit/Public Involvement

Laboratory testing is essential to providing water and treatment of wastewater and storm water that meets all federal, state and local regulations. Purchasing from cooperative contracts provides both competitive and optimal pricing for equipment and services.

Budget and Financial Impacts

Funding is available in the Water Services FY2014-15 operating budget as shown below. Annual budget appropriation thereafter is contingent upon council approval. Total expenditures are not to exceed \$264,000 for the term or this agreement.

Cost	Fund-Department-Account
\$38,800	2420-17610-518200, Pretreatment Program
\$14,000	2420-17699-518200, Storm Water

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
TRANS WEST ANALYTICAL SERVICES, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of _____, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Trans West Analytical Services, LLC an Arizona Limited Liability Company (the "Contractor"), collectively, the "Parties."

RECITALS

- A. On **April 9, 2014**, under the **State of Arizona Purchasing Cooperative**, Maricopa County entered into a contract with the Contractor to purchase the goods and services described in the **Environmental Services Contract Serial 13134-ITN**, which is attached as **Exhibit A**. The **Environmental Services Contract** permits its cooperative use by other governmental agencies of which the City is a participating member. The **Environmental Services Contract** is hereinafter referred 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 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 as of the date first set forth above and expires **April 30, 2017**, unless the term of the Cooperative Purchasing Agreement is extended by mutual

agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond **April 30, 2020**.

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 A**.
- 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 End User pays under the Cooperative Purchasing Agreement, attached hereto as **Exhibit B**.
- b) The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed \$264,000 for the entire term of this Agreement. In addition 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. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. E-Verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 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 Anthony Weathersby
7070 W. Northern Ave.
Glendale, AZ 85303
623-930-4108

and

Trans West Analytical Services, LLC
c/o Karen Walters
3725 East Atlantic Ave.
Phoenix, AZ 85040
602-437-0330

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

"City of Glendale"

City of Glendale, an Arizona
municipal corporation

By: _____
Richard A. Bowers
Acting City Manager

"Contractor"

Trans West Analytical Services, LLC
an Arizona Limited Liability Company

By: Karen Walters
Karen Walters, Business
Development Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

Approved as to Form

Michael D. Bailey, City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TRANS WEST ANALYTICAL SERVICES, LLC**

EXHIBIT A

Maricopa County Contract Serial 13134-ITN - Environmental Services

SERIAL 13134-ITN ENVIROMENTAL SERVICES
Contract - Trans West Analytical Services

DATE OF LAST REVISION: April 09, 2014

CONTRACT END DATE: April 30, 2017

CONTRACT PERIOD THROUGH APRIL 30, 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for ENVIROMENTAL SERVICES

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on April 09, 2014.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

AS/mm
Attach

Copy to: Office of Procurement Services
Rita Neill, Risk Management

(Please remove Serial 08044-S from your contract notebooks)



CONTRACT PURSUANT TO ITN

SERIAL 13134-ITN

This Contract is entered into this 9th day of April, 2014 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Trans West Analytical Services an Arizona corporation ("Contractor") for the purchase of Environmental Services per attached Scope of Work B-9.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 9th day of April 2014 and ending the 30th day of April 2017.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of Three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted one hundred and eighty (180) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A." or as a total project cost for each Task Order.
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.
- 3.3 INVOICES:
 - 3.3.1 The Contractor shall submit one (1) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of services
- Quantity

- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Extended price
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B-12", or as otherwise directed in writing by the County by Task Order for projects.

5.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions

or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE:

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A+. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's.

6.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$1,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit.

The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

Contractors that are contracted for the purpose of training: insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit.

6.2.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

Contractors that are contracted for the purpose of training: Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.11 Workers' Compensation:

6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 Errors and Omissions Insurance/Professional Liability:

Errors and Omissions/Professional Liability insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
Attn: Chief Procurement Officer
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Trans West analytical Services
Attn: Karen Walters, Business Development Manager
3725 East Atlantic Ave.
Phoenix, AZ. 85040

6.5 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum).

6.6 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately 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 County. 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 County 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.

6.7 TERMINATION FOR DEFAULT:

6.7.1 In addition to the rights reserved in the Contract, the County 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.

6.7.2 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 County on demand.

6.7.3 The County 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 County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.2.1 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.

6.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.9 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.10 ADDITIONS/DELETIONS OF SERVICE:

6.10.1 The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.11 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.12 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.13 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.14 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.14.1 In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.14.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.15 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.16 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.17 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.18 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.19 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.19.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all

employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.19.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.19.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and 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 Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.20 CONTRACTOR LICENSE REQUIREMENT:

6.20.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.21 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.21.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.21.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.21.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.21.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.21.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.21.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

6.21.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.22 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.23 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.24 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.25 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.26 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. 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 Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.27 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.27.1 Exhibit A-9 Pricing;

6.27.2 Exhibit B General Contract Requirements

6.27.3 Exhibit B-9 Scopes of Work;

6.27.4 Exhibit C Definitions

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR



AUTHORIZED SIGNATURE

Alex Montoya, General Manager

PRINTED NAME AND TITLE


3725 E. Atlanta Ave. Phoenix, AZ 85040

ADDRESS

03-19-14

DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

APR 18 2014

DATE

ATTESTED:


CLERK OF THE BOARD 040914

APR 18 2014

DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

April 14 2014

DATE

**EXHIBIT A-9
PRICING**

SERIAL 13134-ITN
 PRICING SHEET: NIGP CODE 91843
 BIDDER NAME: Trans West Analytical services dba Xenco
 VENDOR #: _____
 BIDDER ADDRESS: 3725 East Atlanta Avenue, Phoenix AZ 85040
 P.O. ADDRESS: _____
 BIDDER PHONE #: (6020 437-0330)
 BIDDER FAX #: _____
 COMPANY WEB SITE: www.transwestanalytical.com
 COMPANY CONTACT (REP): Karen Walters
 E-MAIL ADDRESS (REP): kwalters@twalabs.com

ACCEPT PROCUREMENT CARD: YES

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES

NET 30

1.0 PRICING

SERVICE OFFERED: Laboratory and Analytical Services

1.2 Laboratory Services (if applicable) 15 % OFF CURRENT PRICE LIST
 (MUST BE SUBMITTED WITH ORIGINAL PROPOSAL)
 Labs submit analytical price list

Water Inorganic Parameters

Parameter	Method	Price/ Sample	Maricopa Price (-15%)	Primary Lab	Contingent Lab
Alkalinity, Total (inc: Hydroxide, Bicarbonate, Carbonate)	SM 2320B	\$20.00	\$17.00	Phoenix	
Biochemical Oxygen Demand (BOD5) *	SM 5210B	\$40.00	\$34.00	Phoenix	Houston
Biochemical Oxygen Demand, Carbonaceous *	SM 5210B	\$40.00	\$34.00	Phoenix	
Bromide	EPA 300.0	\$15.00	\$12.75	Phoenix	Houston
Chemical Oxygen Demand	HACH 8000	\$30.00	\$25.50	Phoenix	Houston
Chloride	EPA 300.0	\$15.00	\$12.75	Phoenix	Houston
Chlorine, Residual	HACH 8167	\$10.00	\$8.50	Phoenix	
Coliform (Presence/Absence), Colilert *	SM 9223B	\$25.00	\$21.25	Phoenix	
Coliform, Total (MPN) *	SM 9223B	\$25.00	\$21.25	Phoenix	
E. Coli (MPN) *	SM 9223B	\$25.00	\$21.25	Phoenix	
Coliform, Fecal (CFU)*	SM 9222D	\$30.00	\$25.50	Phoenix	
Specific Conductance	SM 2510B	\$15.00	\$12.75	Phoenix	Houston
Cyanide (Total) by Lachat	EPA 335.4	\$40.00	\$34.00	Phoenix	Houston
Cyanide (Total)	SM 4500-CN C,E	\$40.00	\$34.00	Phoenix	Houston
Cyanide (Amenable)	SM 4500-CN G,E	\$40.00	\$34.00	Phoenix	Houston
Ferrous Iron (Fe ²⁺)	HACH 8146	\$25.00	\$21.25	Phoenix	
Flashpoint (Pensky-Martens)	EPA 1010	\$25.00	\$21.25	Houston	
Fluoride	EPA 300.0	\$15.00	\$12.75	Phoenix	Houston
Hardness (Total Ca & Mg)	EPA 200.7 calc.	\$10.00	\$8.50	Houston	
Hexavalent Chromium (Cr6+)*	SM 3500-Cr D	\$30.00	\$25.50	Phoenix	

SERIAL 13134-ITN

Heterotrophic Plate Count*	SimPlate	\$50.00	\$42.50	Phoenix	
Langlier	Calculation	\$10.00	\$8.50	Phoenix	
Nitrogen:					
Ammonia	EPA 350.1	\$30.00	\$25.50	Houston	
Nitrate+Nitrite	EPA 353.2	\$15.00	\$12.75	Houston	
Nitrate*	EPA 300.0	\$15.00	\$12.75	Phoenix	Houston
Nitrite*	SM 4500-NO2 B	\$15.00	\$12.75	Phoenix	
Total Kjeldahl	EPA 351.2	\$30.00	\$25.50	Houston	
Oil and Grease (HEM)	EPA 1664A	\$60.00	\$51.00	Houston	
TPH (HEM-SGT)	EPA 1664A	\$60.00	\$51.00	Houston	
pH*	SM 4500-H B	\$10.00	\$8.50	Phoenix	Houston
Phenolics (Total)	EPA 420.1	\$70.00	\$59.50	Houston	
Phosphate:					
Total	EPA 365.1	\$20.00	\$17.00	Houston	
Ortho*	EPA 365.3	\$15.00	\$12.75	Phoenix	
Residues:					
Total Dissolved Solids (TDS)	SM 2540C	\$15.00	\$12.75	Phoenix	Houston
Total Suspended Solids (TSS)	SM 2540D	\$15.00	\$12.75	Phoenix	Houston
Total Solids (TS)	SM 2540F	\$15.00	\$12.75	Phoenix	Houston
	ASTM D3977				
Total Settleable Solids Sediment	ABC	\$40.00	\$34.00	Phoenix	
Settleable Solids (SS) *	SM 2540B	\$15.00	\$12.75	Phoenix	Houston
Sulfate	EPA 300.0	\$15.00	\$12.75	Phoenix	Houston
Sulfide	HACH 8131	\$20.00	\$17.00	Phoenix	Houston
Total Organic Carbon (TOC)	SM 5310C	\$50.00	\$42.50	Houston	
Turbidity*	EPA 180.1	\$10.00	\$8.50	Phoenix	Houston

* Short holding time requirements

Soil Inorganic Parameters

Parameter	Method	Maricopa		Primary Lab	Contingent Lab
		Price/ Sample	Price (-15%)		
Alkalinity, Total (inc: Hydroxide, Bicarbonate, Carbonate) *	SM 2320 B	\$25.00	\$21.25	Houston	Phoenix
Bromide	EPA 9056	\$20.00	\$17.00	Houston	Phoenix
Chloride	EPA 9056	\$20.00	\$17.00	Houston	Phoenix
Cyanide (Total)	EPA 9010C/9014	\$50.00	\$42.50	Houston	
Cyanide (Amenable)	EPA 9010C/9014	\$50.00	\$42.50	Houston	
Ferrous Iron (Fe ²⁺) *	SM 3500-Fe D	\$25.00	\$21.25	Phoenix	Houston
Fluoride	EPA 9056	\$20.00	\$17.00	Houston	Phoenix
Hexavalent Chromium (Cr6+)	EPA 7196A	\$50.00	\$42.50	Phoenix	Houston
Ignitability	EPA 1030	\$40.00	\$34.00	Phoenix	
Nitrogen:					
Ammonia *	EPA 350.1	\$35.00	\$29.75	Houston	
Nitrate+Nitrite *	EPA 353.2	\$20.00	\$17.00	Houston	
Nitrate	EPA 9056	\$20.00	\$17.00	Houston	Phoenix
Nitrite	EPA 9056	\$20.00	\$17.00	Houston	Phoenix
Total Kjeldahl *	EPA 351.2	\$35.00	\$29.75	Houston	
Paint Filter Test	EPA 9040C	\$15.00	\$12.75	Phoenix	
pH *	EPA 9040C/9045D	\$15.00	\$12.75	Phoenix	Houston
Phosphate:					
Total *	EPA 365.3	\$25.00	\$21.25	Houston	
Ortho *	EPA 9056	\$20.00	\$17.00	Houston	Phoenix

SERIAL 13134-ITN

Total Solids / Percent Moisture	Gravimetric	\$10.00	\$8.50	Phoenix	Houston
Sulfate	EPA 9056	\$20.00	\$17.00	Houston	Phoenix
Total Organic Carbon (TOC - Walkley Black)	600/R-95/077	\$55.00	\$46.75	Houston	

Sample Preparation

Compositing \$5.00 /sample in composite

** non-compliance, Reported as Water Soluble*

Metals

			Price/ Sample	Maricopa Price (-15%)	Primary Lab	Contingent Lab
SAMPLE PREPARATION		Digestion - Waters/Solids/Sludges	\$10.00	\$8.50	Houston	
METALS SAMPLE ANALYSES						
<i>Metals by Inductively Coupled Plasma (ICP)</i>						
		Method	Price/ Metal	Maricopa Price (-15%)		
		EPA 200.7/6010B	\$12.00	\$10.20	Houston	
Aluminum (Al)	Antimony (Sb)	Arsenic (As)				
Beryllium (Be)	Boron (B)	Cadmium (Cd)				Barium (Ba)
Chromium (Cr)	Cobalt (Co)	Copper (Cu)				Calcium (Ca)
						Iron (Fe)
Lead (Pb)	Magnesium (Mg)	Molybdenum (Mo)				Nickel (Ni)
Potassium (K)	Selenium (Se)	Silver (Ag)				Sodium (Na)
Strontium (Sr)	Thallium (Tl)	Tin (Sn)				Vanadium (V)
Zinc (Zn)		Silica (SiO2) – by EPA 200.7 only				
		Method	Price/ Metal	Maricopa Price (-15%)		
		EPA 200.8/6020	\$12.00	\$10.20	Houston	
Antimony (Sb)	Arsenic (As)	Barium (Ba)				Beryllium (Be)
Cadmium (Cd)	Chromium (Cr)	Cobalt (Co)				Copper (Cu)
Lead (Pb)	Manganese (Mn)	Molybdenum (Mo)				Nickel (Ni)
Selenium (Se)	Silver (Ag)	Thallium (Tl)				Vanadium (V)
Uranium (U)	Zinc (Zn)					
		Rare Earth Metals By Request	\$50.00	\$42.50	Houston	
		Method	Price/ Sample	Maricopa Price (-15%)		

Mercury by Cold Vapor		EPA				
		245.1/7471A/7470A	\$30.00	\$25.50	Houston	
			Price/	Maricopa		
			Sample	Price		
RCRA						
Metals (8)		Method		(-15%)		
		EPA 200.7/6010B				
		and 245.1/7470A/7471A	\$124.00	\$105.40	Houston	
Arsenic (As)	Barium (Ba)	Cadmium (Cd)	Chromium (Cr)			
	Mercury	Selenium				
Lead (Pb)	(Hg)	(Se)	Silver (Ag)			
				Price/	Maricopa	
				Sample	Price	
Priority Pollutant						
Metals (13)		Method		(-15%)		
		EPA 200.7/6010B				
		and 245.1/7470A/7471A	\$184.00	\$156.40	Houston	
Antimony (Sb)	Arsenic (As)	Beryllium (Be)	Cadmium (Cd)			
Chromium (Cr)	Copper (Cu)	Lead (Pb)	Mercury (Hg)			
	Selenium					
Nickel (Ni)	(Se)	Silver (Ag)	Thallium (Tl)			
Zinc (Zn)						

NOTE: Please specify required reporting limits for all metals analyses.

Organic Chemistry

INDIVIDUAL ANALYSIS

		Price/	Maricopa	Primary	Contingent
	EPA Method	Sample	Price	Lab	Lab
			(-15%)		
VOLATILE ORGANIC ANALYSES					
Volatile Organic Compounds	EPA 624/8260B	\$100.00	\$85.00	Phoenix	Houston
Acrolein, Acrylonitrile	EPA 624/8260B	\$50.00	\$42.50	Phoenix	Houston
2-CEVE	EPA 624/8260B	\$50.00	\$42.50	Phoenix	Houston
BTEX only	EPA 624/8260B	\$65.00	\$55.25	Phoenix	Houston
BTEX+MtBE only or BTEX+TMB's only	EPA 624/8260B	\$75.00	\$63.75	Phoenix	Houston
EDB, DBCP	EPA 504.1/8011	\$65.00	\$55.25	Houston	
Drinking Water Volatile Organics	EPA 524.2	\$115.00	\$97.75	Houston	
Trihalomethanes	EPA 524.2	\$75.00	\$63.75	Houston	
HAA5's	EPA 552.3	\$130.00	\$110.50	Houston	
SEMIVOLATILE ANALYSES					
GC/MS Semivolatile Organic Compounds	EPA 625/8270C	\$200.00	\$170.00	Houston	
Polynuclear Aromatic Hydrocarbons	EPA 8270SIM	\$100.00	\$85.00	Houston	
Dioxin Screen	EPA 625	\$100.00	\$85.00	Houston	
	EPA				
Organochlorine Pesticides and PCBs	608/8081A/8082	\$120.00	\$102.00	Houston	
Organochlorine Pesticides	EPA 608/8081A	\$100.00	\$85.00	Houston	
Polychlorinated Biphenyls	EPA 8082	\$85.00	\$72.25	Houston	

SERIAL 13134-ITN

Herbicides	EPA 8151	\$200.00	\$170.00	Houston
------------	----------	----------	----------	---------

VAPOR ANALYSES:

Total Volatile Hydrocarbons as Gasoline only	EPA 8015-Modified	\$50.00	\$42.50	Phoenix
BTEX only by GC/MS	EPA 8260B AZ	\$75.00	\$63.75	Phoenix
Volatile Organic Compounds by GC/MS	EPA 8260B AZ	\$135.00	\$114.75	Phoenix

Hazardous Waste and UST

HAZARDOUS WASTE CHARACTERIZATION (RCRA)

ANALYSIS

Corrosivity, pH	EPA 9040B	\$15.00	\$12.75	Phoenix	Houston
Flashpoint	EPA 1010	\$25.00	\$21.25	Houston	
Ignitability	EPA 1030	\$50.00	\$42.50	Phoenix	
% Solids	IN HOUSE SOP	\$10.00	\$8.50	Phoenix	
Paint Filter	EPA 9095A	\$10.00	\$8.50	Phoenix	Houston
Hydrocarbons C10-C32, 8015AZ R.1	8015AZ R.1 Soils only	\$50.00	\$42.50	Phoenix	
Purgeable Aromatic Compounds (BTEX)	EPA 8021B/8260B	\$65.00	\$55.25	Phoenix	Houston
Volatile Organic Compounds	EPA 8260B	\$100.00	\$85.00	Phoenix	Houston

TCLP/SPLP Extraction

Metals	EPA 1311/1312	\$50.00	\$42.50	Houston
Non-Volatile Organic Compounds	EPA 1311/1312	\$50.00	\$42.50	Houston
Zero Headspace TCLP Extraction	EPA 1311	\$75.00	\$63.75	Houston

TCLP/SPLP Analysis (price does not include extraction fee)

8 RCRA Metals	EPA 6010B & 7470A	\$124.00	\$105.40	Houston
Organochlorine Pesticides	EPA 8081A	\$100.00	\$85.00	Houston
Volatile Organic Compounds	EPA 8260B	\$100.00	\$85.00	Houston
Semi-Volatile Organic Compounds	EPA 8270C	\$200.00	\$170.00	Houston

Underground Storage Tank and Fuels Analysis

INDIVIDUAL ANALYSIS

ANALYSIS	EPA Method	Price/ Sample	Maricopa Price (-15%)	Primary Lab	Contingent Lab
Purgeable Aromatics (BTEX only)	EPA 8021B/8260B	\$65.00	\$55.25	Phoenix	Houston
BTEX + Solvent Screen	EPA 8021B	\$75.00	\$63.75	Phoenix	Houston
Hydrocarbons (C10-C32)	8015AZ R.1 Soils Only	\$50.00	\$42.50	Phoenix	Houston
Hydrocarbons (C6-C10) GRO	SW8015D	\$50.00	\$42.50	Phoenix	Houston
Polynuclear Aromatic Hydrocarbons	EPA 8310	\$100.00	\$85.00	Houston	

SAMPLING SUPPLIES

Methanol Extraction Kits (per sample)	for EPA 5035	no charge	
Encore barrels (5g. size)	for EPA 5035	\$10.00	\$10.00
Lock and Load Syringes	for EPA 5035	\$1.50	\$1.50
Tedlar Bags		\$15.00	\$15.00

Field Analytical Services

MOBILE LABORATORY SERVICES	Method	Price/ Hour	Samples per 10 Hours Day	Primary Xenco Lab
BTEX or BTEX w/ MTBE Screen	EPA 8021B/8021B- Modified EPA	call for pricing		Phoenix - Mobile
BTEX/TPH as Gasoline	8021B/8021B- Modified EPA	call for pricing		Phoenix - Mobile
Solvent Screen (PCE, TCE, cis&trans 1,2-DCE)	8021B/8021B- Modified EPA	call for pricing		Phoenix - Mobile
BTEX/Solvent Screen (PCE, TCE, cis&trans 1,2-DCE)	8021B/8021B- Modified ADHS 8015AZ	call for pricing		Phoenix - Mobile
TPH (C10-C32)	R.1 Soils Only ADHS 8015AZ	call for pricing		Phoenix - Mobile
TPH (C10-C32) & BTEX	R.1/8021B Soils	call for pricing		Phoenix - Mobile
Pesticide or PCB Screen	EPA 8081A/8082	call for pricing		Phoenix - Mobile
Field Methanol Preservation technician	EPA 5035	call for pricing		Phoenix - Mobile
Mobilization Per Hour Outside of Phoenix Metro Area		\$120.00	\$120.00	
Per Diem (Price may vary depending on location)		\$120.00	\$120.00	
Additional Field Chemist (per hour)		\$100.00	\$100.00	
Night & Weekend mobile lab work		+20%	+20%	

6 hour daily minimum charge applies to all Mobile Laboratory projects.

Other Fees

	Surcharge	
Night & Weekend sample receiving	\$150.00	\$150.00
24hr Rush TAT	100%	100%
48hr Rush TAT	80%	80%
72hr Rush TAT	60%	60%
4 Day Rush TAT	40%	40%
5 Day Rush TAT	20%	20%

3.0 PROPOSED ESCALATION SCHEDULE

3.1 2nd Year Period _____ 2 _____ % Maximum Increase

3.2 3rd Year Period _____ 2 _____ % Maximum Increase

3.3 4th Year Period 2 % Maximum Increase

3.4 5th Year Period 2 % Maximum Increase

3.4 6th Year Period 2 % Maximum Increase

NOTE: In order to determine the potential maximum liability of Maricopa County, any percentage(s) proposed by the offeror for 2nd, 3rd, 4th, and 5th years shall be evaluated per Section 3.3 of the Contract..

EXHIBIT B
GENERAL CONTRACT REQUIREMENTS

1.0 **INTENT:**

The Intent of this contract is to provide Maricopa County environmental services on a demand basis.

At the time a requirement is identified, a request for quotation (RFQ) and a detailed Scope of Work (SOW) will be issued to each qualified Contractor by AOS. Award(s) shall be made to the Contractor best meeting specifications and offering the lowest price.

Should any project be declared an Emergency Procurement, the provisions of Section MC1-345 and MC1 346 shall prevail in the determination of Award.

At the County's option work under \$25,000.00 may be assigned to a contractor without competition.

2.0 **GENERAL REQUIREMENTS OF ALL SERVICES:**

Following are general requirements, which may be required in a Project Scope of Work (PSOW) common to Areas of Services E3-1 through E3-12. Contractors understand and agree that they will abide by all conditions established for the applicable Area(s) of Service for which they are approved and listed.

2.1 **HEALTH AND SAFETY PROGRAM:**

The Contractor shall, as required by Project, on a demand basis, prepare and implement site-specific health and safety plans for all phases of the work activity for its employees, subcontractor's or subcontractors' employees as required. Health and Safety Program is not required for Contractors in Section E3-7.

The Contractor shall have an existing health and safety program which shall comply with all Occupational Safety and Health Administration (OSHA, reference Title 29 Code of Federal Regulations, Part 1910 29 CFR 1910.120, and/or 29 CFR 1926.1101 as applicable) and Environmental Protection Agency (EPA) standards (reference 40 CFR, particularly the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and/or Resource Conservation and Recovery Act (RCRA)), and any other applicable federal, state and/or local laws, rules, regulations, and ordinances.

2.2 **PROJECTS:**

2.2.1 **Using Agency Scope of Work Format And Submittal:**

The Using Agencies shall submit an initial PSOW, which shall include, as a minimum, the following:

- Project area description
- Schedule for completion
- Deliverables
- Variables and assumptions
- Acceptance criteria
- Reporting requirements
- Project objectives.

2.2.2 In order to insure equity to all Contractors, the Using Agencies shall solicit initial Project Offers (POs) from all Contractors listed as qualified within the specific Area of Services E3-1 through E3-12. However, there may be those special circumstances whereby such solicitation is impractical (i.e., continuity of site assessment/remediation by same Contractor). In this case, a written determination shall be placed in the Project file detailing the extent that competitive offers were solicited.

2.2.3 Contractor's Project Offer (PO) Format:

The Contractor shall submit a PO, which shall include:

2.2.3.1 Proposed method of approach with any suggested changes to the initial PSOW and recommendations for any approved innovative technologies when applicable. The Contractor shall not be paid for the development of the PO.

2.2.3.2 A list of all approved key personnel to be assigned to complete the work. The Contractor shall provide the following information for each key personnel:

2.2.3.2.1 Specific professional position and level assigned for the Project (i.e., John Smith, Project Manager, Level VI).

2.2.3.2.2 Health and safety responsibilities.

2.2.3.2.3 Specific related or similar Project references which demonstrates experience for the work required with points of contact and current phone numbers.

2.2.3.2.4 When requested by the Using Agencies, provide a brief resume to support minimum requirements/educational background required for that specific professional position and level.

2.2.3.2.5 Once identified in the PO, Key Personnel shall not be removed or replaced without notification and approval of the Using Agency Project Manager or Project Coordinator. If the Contractor replaces Key Personnel, it shall not affect their commitment to meet all schedules and deliverables.

2.2.3.2.6 Number of hours for each key person, subcontractor(s), consultant(s), etc.

2.2.3.3 A list of all approved subcontractors to be used.

2.2.3.3.1 Once identified in the PO, subcontractors shall not be removed or replaced without notification and approval of the Using Agencies Project Manager or Project Coordinator. If the Contractor replaces a Subcontractor, it shall not affect the Contractor's commitment to meet all schedules and deliverables.

2.2.3.3.2 Contractor shall submit adequate documentation supporting the performance ability of proposed subcontractors.

2.2.3.4 The written PO must include a detailed, itemized breakdown of all labor classifications, equipment and supplies for ALL subcontractors which the Contractor proposes to utilize, as well as the **FIRM, FIXED COSTS** for such. The Contractor's markup fee will be **A MAXIMUM OF 5% AND MUST BE PRE-APPROVED BY THE COUNTY**. NO MARKUP FEE will be allowed for any classification of subcontractor work totaling \$500.00 or less, either on the PO or any Project Amendment (PA, described in paragraph 2.2.10).

(example only):

DRILLER	Total amount of work:	\$ 5,000.00
	Subcontractor mark-up per contract:	250.00
	Total Firm Fixed Cost to be billed to Using	

TRANSPORTER	Department:	\$ 5,250.00
	Total amount of work:	\$19,000.00
	Subcontractor mark-up per contract:	950.00
	Total Firm Fixed Cost to be billed to Using Agency:	\$19,950.00

- 2.2.3.5 A list of all approved capitalized equipment the Contractor proposes to utilize for the Project, to include number of hours and the amount to be utilized (i.e., miles, hours, days, weeks, etc.).
- 2.2.3.6 The written PO must describe the Contractor’s safety plan for the Project. Such safety plan should include, at a minimum, the description of the conditions, which, if present, will cause the Contractor to initiate cessation of services for safety reasons. However, the Contractor and the Using Agency shall agree and understand that, in addition to the conditions specified in the written PO, reasonable professional judgment must, at all times, be exercised as criteria for cessation of services for safety reasons.
- 2.2.3.7 A complete schedule of activities to meet compliance with Using Agency’s schedule for completion.
- 2.2.3.8 Local conditions, assumptions, and/or limitations on the part of the Contractor which may affect the accuracy of the PSOW.
- 2.2.3.9 Anything else that applies to this specific site (i.e., laboratory tests, location of disposal site, etc.).
- 2.2.3.10 Potential conflicts of interests.
- 2.2.3.11 The Contractor must submit the written PO to the Using Agency no later than the date specified by the Using Agency and in accordance with all instructions provided by the Using Agency.
- 2.2.3.12 The Using Agency Project Manager or Project Coordinator shall have the right to review a copy of the proposed subcontractor’s and/or consultant’s work schedule to ensure compliance with all terms and conditions of the original contract.
- 2.2.3.13 If accepted by the Using Agency, the PO becomes a firm, fixed offer and the bottom-line dollar amount for all labor, equipment, supplies, subcontractor work, mark-up, etc., shall become a not-to-exceed (NTE) ceiling amount. No component of the PO (labor classification, number of hours, equipment, etc.) or the NTE ceiling can be increased except through the PA process, as described in section 2.2.10.

2.2.4 Conflict Of Interest For Projects:

- 2.2.4.1 Upon submission of the PO, the Contractor shall submit a written disclosure regarding the existence of any real or potential conflict of interest as defined in Arizona Revised Statutes (A.R.S.) § 38-501, et seq., that the Contractor, individual employee, or known subcontractor(s) may have. A Conflicting Party is defined as any person who may be responsible under any state or federal law for pollutants which are present in, or threaten, the Project area defined within the PSOW. In addition, the following shall be considered a conflict of interest:

- 2.2.4.1.1 The existence of a current financial relationship with a Conflicting Party within the past five (5) years. A current financial relationship includes:
- Owing money to, or being owed money by a Conflicting Party.
 - Having performed work for a Conflicting Party and having issued a warranty or guarantee for the work that is still in progress.
 - Allowing a Contractor employee to work on the Project area if that Contractor employee was an employee of a Conflicting Party or was an employee of a Contractor to a Conflicting Party within the previous two years.
 - Acceptance by the Contractor of any gifts or gratuities from a Conflicting Party.
- 2.2.4.1.2 The existence of a past financial relationship in which the Contractor provided opinions or conclusions to a Conflicting Party.
- 2.2.4.1.3 The existence of a potential conflict of interest between a Contractor and a Conflicting Party that is not defined above, but which creates an appearance of impropriety. An appearance of impropriety shall be defined as a situation where the activity of a Contractor may create the impression that a conflict of interest and/or a similar improper relationship exists between a particular Conflicting Party and the Contractor. An appearance of impropriety may exist even if a real conflict of interest (as defined above) does not exist. The Using Agency would make a determination in the best interests of the County on a case-by-case basis.
- 2.2.4.2 It shall be the duty of the Contractor to report in writing to the Using Agency any of the real or potential conflict of interest situations, as noted above, within five (5) business days of when the Contractor knew or should have known of their existence.
- 2.2.4.3 The Contractor must provide and maintain adequate procedures and controls to ensure that if a real or potential conflict of interest arises or is discovered between the Contractor and a Conflicting Party, that the Using Agency is notified within five (5) business days of when the Contractor knew or should have known of their existence.
- 2.2.4.4 The Using Agency reserves the right to waive conflicts of interest as it deems in its best interest, with prior notification to and advice from Using Agency Legal Counsel.
- 2.2.4.5 Proposed subcontractors may be subject to the same conflict of interest provisions as stated above. Contractors shall notify the Using Agency of all potential conflicts in the PO and the Using Agency reserves the right to exercise best judgment in waiving the conflicts of interest applicability to subcontractors as it deems in its best interest. Conflict of interest provisions must be included in all applicable contracts with subcontractors.
- 2.2.4.6 The Contractor shall submit with their PO a disclosure statement concerning potential conflicts of interest for all employees of the Contractor potentially assigned as Key Personnel on a PSOW.
- 2.2.4.6.1 The disclosure statement shall address all Conflicting Party relationships. The Contractor is to provide along with its

disclosure statement, information on its financial and business relationship with all Conflicting Parties and with the Contractor's parent companies, subsidiaries, affiliates, subcontractors, or current clients. (This disclosure requirement encompasses past financial and business relationships, including services related to any proposed or pending litigation, with such parties).

2.2.4.7 The Contractor shall not provide data generated or otherwise obtained in the performance of Contractor responsibilities under a contract to any party other than the County, or its authorized agents for the life of the contract, and for a period of five (5) years after completion of the contract except as directed by the Using Agency.

2.2.4.8 The Contractor shall not accept employment from any party other than state or federal agencies for work directly related to the Project area(s) under the contract for five (5) years after the contract has terminated. The Using Agency may exempt Contractor from this requirement through a written release.

2.2.5 Innovative Technical Approaches:

Included in the PO, submitted in response to the Using Agency's PSOW, the Contractor is encouraged to offer any innovative technical approaches and/or cost efficient alternatives that could achieve the objectives of the PSOW. The PO shall describe the relative merits of the innovative approach and provide clear and convincing evidence that the alternative meets or exceeds all relevant specifications required by the original PSOW.

2.2.6 Using Agency Evaluation Of Contractor's Project Offer:

PO will be evaluated based on the extent to which the offeror's plan for execution identifies and demonstrates an understanding of the technical and management issues that are critical to successfully accomplishing the Project, demonstrates a level of effort that will accomplish the Project in a safe, effective and efficient manner, including attainable improvements that may accelerate completion or lower Project costs without jeopardizing worker safety, human health or the environment, and displays the degree to which the offeror optimizes the use of competitive subcontracts to minimize overall costs to the customer and resolution of unanticipated problems.

Listed below, in the relative order of importance, is the minimum evaluation criteria Using Agencies shall use in evaluating each PO received from Contractors in response to a PSOW. Using Agencies may expand upon these evaluation elements and shall list them in relative order of importance within the PSOW:

2.2.6.1 Method of approach to accomplish the PSOW, to include type of equipment, laboratory tests, disposal site, etc. as applicable.

2.2.6.2 Direct experience of personnel proposed to accomplish the specific tasks/sub-tasks, as applicable, within the PSOW.

2.2.6.3 Qualifications of personnel proposed to accomplish the PSOW.

2.2.6.4 Availability of personnel and equipment to meet the needs of the Project to be assigned.

2.2.6.5 Local conditions and/or assumptions on the part of the Contractor which may affect the accuracy of the PSOW.

2.2.6.6 Total, firm, fixed prices for all services, materials, and equipment required to perform all work required by the PSOW. However, cost shall not be the primary evaluation criteria.

2.2.7 Final Project Contract Award:

2.2.7.1 After receipt of the PO and in accordance with the established evaluation criteria, the Using Agency shall issue a final Project Contract award.

2.2.7.2 The Using Agency shall encumber funds prior to issuance of any Notice to Proceed or similar document to the Contractor.

2.2.8 Pre-Performance Meeting:

All work shall be coordinated through the Using Agencies Project Manager or Project Coordinator. If required by the Using Agency, the Project Manager or Project Coordinator and Contractor's key personnel shall participate in a pre-performance meeting to coordinate the work schedule and provide clarification on any items as necessary.

2.2.9 Differing Site Conditions:

The Contractor shall notify, in writing, (email or facsimile notification is an acceptable written format) the Using Agency Project Manager or Project Coordinator of differing site conditions or any other changes not anticipated in the Project which may cause a change in cost, completion time or makes significant changes in methodology. If changes result in an increase or decrease in the established firm, fixed prices, such increase or decrease shall be detailed to such an extent as to allow the Using Agency sufficient information to evaluate the costs involved. Such written notification, to include revised prices, shall be made as soon as possible but no later than five (5) business days from discovery.

The Using Agency Project Manager or Project Coordinator, as applicable, may authorize field changes in Project(s), as long as such changes do not exceed ten percent (10%) of the original Project Contract amount. Once the field change has been authorized, the Contractor shall forward all applicable documentation within five (5) business days to the Using Agency Project Manager or Project Coordinator. Such field modification shall be followed by a written PA within a reasonable time but before the next invoice period.

2.2.10 Project Amendment (PA):

The Using Agency retains the right to make changes, in writing, at any time to the Project Contract. If such changes result in a change in cost, completion time, or makes significant changes in methodology, a PA shall be issued by the Using Agency.

2.2.10.1 If changes result in an increase or decrease in the established firm, fixed prices, the Contractor shall submit to the Using Agency Project Manager or Project Coordinator, costs associated with the change, detailed to such an extent as to allow the Using Agency sufficient information to evaluate the costs involved.

2.2.10.2 Upon receipt of requested change(s), the Using Agency shall make a determination of acceptance or rejection of the requested change(s) to the Project Contract. The Using Agency shall notify the Contractor, in writing, of rejection; or if accepted, a formal PA shall be issued.

2.2.10.3 Contractors shall not be authorized to proceed with any change(s) under consideration until written approval by the Project Manager or Coordinator, as applicable is received from the Using Agency.

2.3 INVOICES AND PAYMENTS:

2.3.1 Contractors may submit monthly invoices, or for an alternative billing cycle, during the performance of a Project to the Using Agency for payment. However, payment shall

only be for the amount of work completed and accepted by the Using Agency Project Manager or Project Coordinator for that applicable billing cycle.

In no instance will the amount(s) being invoiced differ from the firm, fixed prices established in the final Project Contract and any subsequent approved written PA's.

- 2.3.2 The Using Agency shall not be charged for Contractor time needed to bring new Key Personnel to the level of site knowledge of previous Key Personnel. This shall include becoming familiar with the specific characteristics and special requirements of the Project area. If the Contractor replaces Key Personnel, it shall not affect their commitment to meet all schedules and deliverables.
- 2.3.3 Any overtime and/or double-time must be prior approved, in writing, by the Using Agency if the Contractor anticipates billing the Using Agency for such overtime and/or double-time.
- 2.3.4 If required by the Using Agency, the Contractor shall:
 - 2.3.4.1 Provide invoices, which itemize individual personnel on the invoice indicating the actual hours worked, the hourly rate, personnel classification, level, and the extended amount of fees being billed.
 - 2.3.4.2 Support all use of capitalized equipment; include actual time for mobilization, set-up (if required) and demobilization.
 - 2.3.4.3 Support all hours worked by detailed time sheet, which outlines the hours worked each day; all charges billed must be relative to the technical task. If the Project entails work by the Contractor at more than one (1) area, the Using Agency may additionally direct the Contractor to report the number of hours worked by area.
 - 2.3.4.4 Provide separate invoices from all subcontractors, rentals, materials, and for all equipment used. Such invoices shall outline the use and/or services worked. Charges billed must be relative to the Project. If the Project entails work by a subcontractor at more than one (1) area, the Using Agency may additionally direct the Contractor to report the additional services worked by area.
 - 2.3.4.5 Provide receipts for all lodging and subsistence with services provided where the Project area is thirty-six (36) or more miles from the intersection of 3rd Avenue and Jefferson Street, Phoenix. The Contractor must provide motel and meal receipts with the invoice. Mileage will only be allowed for the thirty-six (36) miles or more identified above, and then only for the overage in both directions
- 2.3.5 All work associated and approved through a PA must be so identified on all invoices.
- 2.3.6 Additional charges for accounting, invoicing, payroll preparation, and invoice related copying (copying for deliverables identified in a PSOW is a direct cost), preparation of a PO, etc., are considered an indirect cost and therefore not billable as a separate item. Additional charges to correct and resubmit an invoice are not a billable charge.
- 2.3.7 The Contractor shall certify by original signature that all invoices have been examined, and to the best of the Contractor's knowledge and belief, the reported expenditures are valid, based upon the Contractor's official and auditable accounting records (books of account) and are consistent with the terms of the contract.
- 2.3.8 Payment(s) shall not be construed to be an acceptance of defective work or improper material.

2.3.9 Maricopa County shall not be obligated to make final payment until the Contractor has delivered to the Using Agency a certificate and release satisfying that the Project has been completed and that the work is not subject to any unsatisfied lien or claim as a result of the Contractor, that all rights of lien against the County's property have been satisfied and that the Contractor has paid, or shall pay in full, all outstanding obligations against the work upon receipt of final payment.

2.3.10 Stand-By Time:

The Contractor shall not receive any payment whatsoever for standby time (i.e., equipment and labor either on site or held elsewhere and not used in conjunction with the Project) for labor, equipment or materials if such stand-by time is the fault of the Contractor or any subcontractor. Payment shall be made only for equipment, labor, and material actually used with provisions for payment for equipment in transit, portal to portal.

However, stand-by time, if thirty (30) minutes or more, will be an authorized charge if such delays are due to the fault of the Using Agency or any of its agents. Costs for stand-by time may be negotiated between the Contractor and the Using Agency at the time of the PA.

2.3.11 Final Payment:

No later than sixty (60) days after completion of a Project and acceptance by the Using Agency, the Contractor shall submit invoices marked "FINAL" to the Using Agency Project Manager or Coordinator. Failure to submit final invoices within this time frame may result in payments being delayed. However, the sixty (60) day requirement may be extended with the written approval of the Using Agency.

2.4 TAX:

No tax shall be levied against labor or services. It is the responsibility of the Contractor to determine any and all taxes and include the same in Task Orders price.

2.5 OVERALL RESPONSIBILITIES:

2.5.1 Overall Responsibilities of the Using Agencies:

The Contractor shall agree and understand that each Project shall be supervised by a Project Manager or Project Coordinator furnished by the Using Agency. The Contractor shall report directly to the Project Manager or Project Coordinator and shall agree and understand that the Project Manager or Project Coordinator shall have authority for the following:

2.5.1.1 Review of and approval of initial POs and follow-on POs required in the performance of the Project.

2.5.1.2 Review of clean-up procedures.

2.5.1.3 Review and approval of the use of certain equipment, personnel, materials, services, and/or procedures.

2.5.1.4 Hours and days of work.

2.5.1.5 Review of safety plans and protocol for compliance with OSHA and other regulations as applicable.

- 2.5.1.6 Stopping work order for safety of the Contractor or the environment or due to violation of safety regulations by the Contractor, the Contractor's personnel, or subcontractors.
- 2.5.1.7 Review of decontamination procedures.
- 2.5.1.8 Review of disposal sites and treatment, technologies for waste generated from clean-ups, and the signing hazardous waste manifests.
- 2.5.1.9 Final interpretation of the work in POs.
- 2.5.1.10 Determination of Project completion.
- 2.5.1.11 Review and approve all invoices submitted for payment.
- 2.5.1.12 After Project completion, acceptance and final payment to the contract, the Using Agency shall submit a Project Completion Report to Maricopa County Materials Management Department, including, but not limited to, identification of the Using Agency, location of the site, contract number(s) (or other number identifying the PO award) issued by Using Agency, synopsis of the effort completed, Project start and completion dates, total amount of initial Project Offer Award, number of PAs with dollar amounts, and identification of specific concerns relating to the satisfactory completion of the work scope.

2.5.2 Overall Responsibilities of the Contractor:

- 2.5.2.1 The Contractor shall protect the property of the Using Agency from damage during the duration of any Project. The Contractor shall replace any, or all damaged property at no cost to the Using Agency to the extent caused by the Contractor's negligent acts or willful misconduct.
- 2.5.2.2 The Contractor shall satisfy himself/herself regarding the existing conditions under which he/she shall have to operate in completing the work, or which shall affect the work in any manner. No allowance shall be made subsequently in this regard on behalf of the Contractor for any error or negligence on his/her part.
- 2.5.2.3 The Contractor shall carefully check all dimensions and conditions at the Project area, and shall be responsible for sufficiently familiarizing themselves with Project area conditions which may affect the work to make a firm-fixed price PO. Any drawings provided by the Using Agency are meant to be utilized as a guide to the building or Project area configurations. All measurements and sizes are approximate, and must be confirmed, to the extent agreed upon by the Using Agency, by the Contractor prior to implementation of the work on the Project.
- 2.5.2.4 The Contractor shall agree and understand that for some Projects the Using Agency may request only a service such as drilling or analysis without a Contractor Project Manager.
- 2.5.2.5 The Contractor shall maintain a complete daily record of all labor, equipment, materials, subcontracted services and expenses, to include mileage, if any, incurred in the performance of the services provided and shall provide the Using Agency such record with all supporting documentation, if so requested in the PSOW.
- 2.5.2.6 The Contractor shall complete all services specified in the Project Offer and any subsequent amendments. However, the Contractor shall agree and understand that completion of such services does not in itself constitute

Project completion. The Using Agency shall determine when each Project is complete.

2.5.2.7 The Contractor, and any subcontractors utilized by the Contractor, must not be listed on the General Services Administration (GSA), List of Parties Excluded from Federal Procurement and Non-procurement Programs, which supersedes the List of Debarred, Suspended and Voluntarily Excluded Parties.

2.5.2.8 The Contractor shall submit copies of waste shipment records, if applicable, to the Using Agency and County Risk Management.

2.5.2.9 In addition to the copies submitted to the Using Agency, THE CONTRACTOR SHALL SUBMIT A COPY OF ALL FINAL REPORTS AND MANIFESTS TO THE MARICOPA COUNTY RISK MANAGEMENT DEPARTMENT (applies only to Maricopa County funded projects).

2.6 COMPLIANCE WITH LAWS:

The Contractor shall agree and understand that all work authorized under the contract must be performed in conformance with ALL APPLICABLE federal, state, and local laws, regulations, and rules in effect at the time services are performed or which are reasonably foreseeable.

2.7 PROFESSIONALS:

The Contractor shall agree and understand that some work requested by the Using Agency may require the performance of a Registered Geologist (R.G.), Professional Engineer (P.E.), Certified Industrial Hygienist (CIH) or other registered technical professional licensed in the State of Arizona and consistent with the applicable Rules and By-Laws of the Arizona Board of Technical Registration (ABTR) or appropriate licensing agency. Where required, all plans, specifications, reports and other professional documents delivered to the Using Agency must be sealed by such registered professional and must be acceptable to the Using Agency in form, timeliness, contents, and presentation. Confidentiality of information shall be determined in accordance with A.R.S. § 49-205, A.R.S. § 49-201.29, and A.R.S. § 49-1012.2.

2.8 PROFESSIONAL AND FIELD LEVELS:

The following staff or equivalent titles may be required at various Professional and Field Levels as dictated by workload, site conditions, and scopes of work and resultant PSOW. Additional classifications may be included with detailed job descriptions by the Contractor. There will be multiple technical disciplines that will fall under the descriptions of each professional level. A geologist, engineer, or environmental scientist with one (1) year environmental experience would each fall under a Professional Level:

2.8.1 Project Manager: With experience in proposal and application of the disciplines as required by the scope of work at various levels.

2.8.2 Engineer: With applicable degree, experience, and expertise in design and review, pertinent to Project requirements, that can be validated.

2.8.3 Professional Engineer (P.E.): Same qualifications as Engineer. Must be registered in the State of Arizona.

2.8.4 Chemical Engineer: With applicable degree, experience, and expertise in design and review, pertinent to Project requirements, that can be validated.

2.8.5 Permit Engineer: With applicable degree, experience, and expertise in design and review, pertinent to Project requirements, which can be validated.

- 2.8.6 Air Quality Engineer: With applicable degree, experience, and expertise in design and review, pertinent to Project requirements, that can be validated.
- 2.8.7 Risk Assessor/Toxicologist: With experience that can be validated in Risk Assessment development and/interpretation.
- 2.8.8 Statistician: With experience in probabilistic and deterministic methods.
- 2.8.9 Microbiologist: With experience in bioremediation and/or fungi and bacteria biology and applicable degree that can be validated.
- 2.8.10 Computer Modelers: With experience in:
 - 2.8.10.1 Vadose Zone Fate and Transport Modeling
 - 2.8.10.2 Groundwater Fate and Transport Modeling
 - 2.8.10.3 Contaminant Fate and Transport Modeling
 - 2.8.10.4 Air Emissions Modeling
- 2.8.11 Hydrologist: With degree and experience that can be validated.
- 2.8.12 Geologist: With degree and experience that can be validated.
- 2.8.13 Registered Geologist (R.G.): Same qualifications as Geologist. Must be registered in the State of Arizona.
- 2.8.14 Principal Investigator: For cultural anthropological Projects (cultural research, informant interviews) and Cultural Resource Management Projects (archaeological survey, testing, data recovery, technical research). Experience and knowledge of the history and prehistory of Arizona, and the ethnography of Arizona cultures. Experience developing and executing anthropological research designs (survey, testing, data recovery, technical reporting).

For federal undertakings, ability to meet Secretary of the Interior's Standards; ability to obtain an Archaeological Resources Protection Act (ARPA) Permit; ability to meet the standards of 36 CFR 800 and Sections 106 and 110 of the National Historic Preservation Act of 1966 as amended; ability to meet the provisions of the Native American Graves Protection and Repatriation Act (NAGPRA); and, ability to implement the concepts outlined in National Park Service Bulletin 38 for Traditional Cultural Properties. For state undertakings, ability to obtain and satisfy all requirements of an Arizona Antiquities Act Permit from the Arizona State Museum (ASM); and ability to meet all provisions of the State Historic Preservation Act in consultation with the Arizona State Historic Preservation Officer (SHPO) and interested parties.
- 2.8.15 Anthropological or Archaeological Research Staff: Proven experience executing anthropological research designs or archaeological research designs (survey, testing, data recovery, technical reporting) under the direction of a Principal Investigator. Anthropological or archaeological field school; or completion of a recognized certification program; or a Bachelor's degree in Anthropology/Archaeology; or a related degree which demonstrates an ability to conduct research using appropriate scientific and cultural methods. A Master's degree in Anthropology/Archaeology may be required for certain positions or tasks.
- 2.8.16 Environmental Scientist: With degree and experience that can be validated.
- 2.8.17 Inspector/Project Manager - Asbestos Assessment: With experience in Project management of asbestos assessment Project. Meets training requirements under OSHA 29 CFR 1926.1101, Asbestos.

- 2.8.18 Competent Person/Project Site Manager - Asbestos Abatement: With experience in Project management of asbestos abatement Projects. Meets training requirements under OSHA 29 CFR 1926.1101, Asbestos.
 - 2.8.19 Asbestos Abatement Workers: With experience in asbestos assessment and abatement work. Meets training requirements under OSHA 29 CFR 1926.1101, Asbestos.
 - 2.8.20 Industrial Hygienist: This is a professional qualified by education, training, and experience to anticipate, recognize, evaluate, and develop controls for occupational health hazards.
 - 2.8.21 Certified Industrial Hygienist (CIH): The same qualification as an Industrial Hygienist and, in addition, is also certified in the comprehensive practice of industrial hygiene by the American Board of Industrial Hygiene.
 - 2.8.22 Chemist: With degree and experience that can be validated.
 - 2.8.23 Biologist/Wildlife Biologist/Wildlife Rehabilitator: With degree and/or experience that can be validated and appropriate Federal and State wildlife permits and licenses.
- 2.9 DATA AND DOCUMENT MANAGEMENT:
- 2.9.1 The Contractor shall furnish the personnel, services, materials, and equipment required to provide manual and automated storage, search, retrieval, and other management of data collected in the course of any activity undertaken pursuant to the contract, and other data specified by the Using Agency. This data may include facility descriptions, coordinates and elevations of sampling stations and features of sites, results of environmental measurements, hazard characteristics, target receptors, cleanup Project schedules, costs, obligation and outlay Projections, other financial information, and mailing lists.
 - 2.9.2 The principal sources for the data are the following types of activities site assessment, investigation, characterization, and/or feasibility study. The data may be used in remedial planning and implementation activities, or in support of legal proceedings. Information/reports provided to the Using Agency shall be in accordance with instructions and format specified or approved by the Using Agency.
 - 2.9.3 Any data which the Using Agency has title to or which is requested to be reported by the PSOW will be reported to the Using Agency according to the following standards for media, contents and format:
 - 2.9.3.1 Unless required by the PSOW, the Contractor shall provide data on the following electronic media: CDROM or other storage medium in a format (PDF, HTML, ASCII, Access, etc.) specified by the Using Agency.
 - 2.9.4 If required by the PSOW, the Contractor shall provide data in the form of a written report.
 - 2.9.5 If required by the PSOW, the Contractor shall provide raw laboratory data in electronic format as described elsewhere within this document.
 - 2.9.6 One copy of the data/report shall also be provided to Maricopa County Risk Management for central record-keeping purposes and to monitor the County's exposure to environmental liability (applies only to Maricopa County funded projects). This may be either a hard (written) copy or an electronic copy on CD.

2.10 COMMUNITY RELATIONS:

2.10.1 The Contractor may be required to furnish the personnel, services, materials, and equipment required to assist the Using Agency in conducting a community relations program. The Contractor understands that the purpose of a community relations program is to encourage two-way communications between communities affected by the Project and the County. Community relations must be integrated closely with all response activities. The objectives of this effort are to achieve community understanding of the actions taken by the Using Agency, to obtain community input, and to seek the concurrence of the community for the selected activity.

2.10.2 Community relations support may include, but is not limited to, the following:

- Preparation of a community relations plan
- Solicitation of, and, upon Using Agency concurrence, selection of Community Relations subcontractors, if needed
- Analysis of community attitudes toward proposed actions
- Definition of community relations program needs for each remedial activity
- Documentation of all contacts with the public when directed by the Using Agency Project Manager or Coordinator, as applicable
- Development of community mailing lists
- Preparation, subject to Using Agency approval, duplication and distribution of news releases, fact sheets, slide shows, exhibits, and other audiovisual materials designed to apprise the community of current and proposed actions
- Establishment of community information centers
- Arrangement of briefings, press conferences, workshops, and public hearings
- Preparation of reports and participation in Project review meetings.

2.11 OUT-OF-STATE PERSONNEL:

Written approval of the Using Agency shall be obtained by the Contractor prior to importing the services of out-of-state personnel in conjunction with a PSOW for any billable expense other than the hourly rate.

2.12 CULTURAL RESOURCE STUDIES:

Cultural Resource Management consultants must obtain an Arizona Antiquity Act Permit from the Arizona State Museum (ASM) per ARS § 41-841 et seq., and the rules and regulations of the Arizona State Museum as amended. Individuals, corporations and agencies must consult with ASM regarding discoveries of human remains or associated funerary objects. Individuals, corporations and agencies must comply with the Discovery Clause, ARS § 41-844 A.

These services may be provided by in-house staff personnel or a subcontractor. OSHA training may be a requirement for archaeological services as indicated in the Contractor's Health and Safety Plan or as specified in the Using Agency PSOW.

2.13 TECHNICAL OVERSIGHT:

If required by the Using Agency, the Contractor may provide services in support of the investigation, planning, compliance, and cleanup activities of the Using Agency sites. These services, if required, shall include field and office oversight of investigations and cleanups. These services may involve Using Agency case file reviews. The Contractor shall perform these oversight investigations and suggest corrective actions with respect to environmental issues covered in the PSOW and pursuant to the existing provisions of the Arizona Revised Statutes, Department policies and guidelines, and all applicable federal, state, and local laws, ordinances, and regulations. The Contractor shall conform to OSHA regulations for health and safety of employees, as applicable.

2.14 OSHA/EPA SAFETY TRAINING:

All technical staff performing field duties (including subcontractor field personnel) in areas of potential contamination must receive appropriate training as specified by the OSHA and/or EPA. This training addresses knowledge and skill necessary to perform hazardous waste cleanup operations with minimal risk to personnel health and safety. OSHA specifications for this training are covered in CFR 29 CFR 1910.

2.15 EQUIPMENT:

2.15.1 Essential equipment, as identified by the Contractor in their proposal, may be added to the equipment list at any time, on a case-by-case basis. Additions shall have prior written approval by the County, with concurrence of any applicable Using Agency. Other Contractors on the County Qualified Lists may be contacted to add like equipment to their equipment list.

2.15.2 Should the County and/or any Using Agency require the Contractor to procure additional specialized equipment for performance of the proposed work in a PSOW, the cost associated with procurement of the equipment and the anticipated charges to the Using Agency shall be itemized in the PO.

All equipment with capitalized costs of \$500.00 or more purchased entirely with County funds becomes the property of the County as a fixed asset with all rights to ownership and shall be accounted for upon completion of the Project work. The County reserves the right to purchase the said equipment separately and allow the Contractor use of County equipment to accomplish performance of the work. The Contractor shall provide the County Procurement Office and the Using Agency copies of three (3) competitive offers along with the actual billing receipt for any and all equipment purchased under this provision.

2.16 TIME AND MATERIAL SUBCONTRACTS:

To the maximum extent possible, additional work for a Contractor's subcontractor shall be firm-fixed price.

2.16.1 However, it is recognized that there are those rare instances where a time and material subcontract may be required. Time and materials sub-contracts shall only be used in those unique circumstances where the nature and extent of services required cannot be established in advance, and the use of firm-fixed price POs and Contracts would clearly result in greater risks and costs and provide no contractual advantage to the Using Agency and Maricopa County. In order to maintain control of the use of a time and materials subcontract, the following mandated guidelines shall be utilized by both Contractors and Using Agencies.

2.16.1.1 All time and materials subcontracts shall require the prior written approval of the County.

2.16.1.2 A fixed fee for subcontractor work shall be established between the County and the Contractor.

2.16.1.3 Hourly rates for services shall be firm-fixed price.

2.16.1.4 All capitalized equipment shall be firm-fixed price.

2.16.1.5 The County must insure that the Using Agency is receiving the most favorable price for the unanticipated services. Therefore, Contractors shall provide written evidence of most favorable price. This could be accomplished by the use of competitive written bids, proposals or any other means to provide such

evidence, or approved by the County Procurement Administrator and the assigned contract administrator within the County Procurement Office.

- 2.16.1.6 A not-to-exceed (NTE) cost, including the subcontractor fixed fee, shall be established by the Using Agency and the Contractor which shall not be exceeded without the prior written approval of the County Procurement Administrator and the assigned Contract Administrator within the County Procurement Office.
- 2.16.1.7 The Using Agency, in conjunction with the Contractor, shall provide a written statement establishing justification as to why no other contract type, other than time and materials, is practicable for this PSOW.
- 2.16.1.8 A specific individual shall be identified by the Contractor as a key contact with responsibility to monitor performance of the work. This individual shall be available for providing written and oral subcontract status to any inquiring Department, during normal work hours, Monday through Friday.
- 2.16.1.9 Invoices from the Contractor shall include copies of all subcontractor invoices and be specifically itemized for easy identification and verification.
- 2.16.1.10 The Contractor shall submit, directly to the County Procurement Office, or its assigned Contract Administrator, a monthly status report detailing the status of each time and material subcontract, including, but not limited to, a description of the effort completed, a schedule of remaining work to be completed, a statement as to the percentage of work completed, amount invoiced to date, the prior approved NTE cost and identification of specific concerns relating to the satisfactory completion of the PSOW.

2.17 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.18 BOND REQUIREMENT:

Depending on the **individual project**, the Contractor may be required to furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor.

- (A) A Performance Bond equal to the full contract (project) amount (or as specified) conditioned upon the faithful performance of the contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the contract.
- (B) A Payment Bond equal to the full contract (project) amount solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such contract.

Each bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

EXHIBIT B-9
SCOPES OF WORK

E3-9.0 LABORATORY AND ANALYTICAL SERVICES

E3-9.1 INTENT;

The intent of this section is to have a contract for the following categories, soil/solid, drinking water, wastewater, hazardous waste, toxics in air, asbestos, lead, fungi and molds, and materials testing and analytical services for Using Agency as required. Laboratories will be listed by category(s) of analytic services provided.

E3-9.2 TECHNICAL REQUIREMENTS;

The laboratory retained by the County must meet the following qualifications and must be able to provide the services outlined below.

- E3-9.2.1 Laboratory must be certified ADHS, NVLAP, NLLAP, or AIHA as appropriate.
- E3-9.2.2 Laboratory must be capable of conducting analyses using the listed EPA method, if given. If required EPA methodology changes or is updated, the County will notify the Laboratory in writing to utilize the different analytical method. Laboratory must submit a list(s) of analyses which can be performed by the laboratory. Analyses which require subcontractors should be indicated. Laboratory should provide a list of published prices and the discount off of these prices that is available to the County through this contract.
- E3-9.2.3 Laboratory shall use the most current analytical methods prescribed by EPA or AIHA, as appropriate. Laboratory shall not use a different method unless clearance is first obtained from the County.
- E3-9.2.4 Laboratory must adhere to procedures as promulgated in 21 CFR 58 "Good Laboratory Practices"; the criteria described in "Methods for Chemical Analysis of Water and Wastes" 1979 (EPA-600/4-70-020); "Test Methods for the Analysis of Solid Wastes" (SW-846, 3rd Ed.); the Federal Register 40 FR part 136", October 1984, and by the American Society for Testing Materials (ASTM), or the latest issuance of these documents, where appropriate.
- E3-9.2.5 Laboratory must have a Quality Assurance/Quality Control (QA/QC) program in place to assure consistency and continuity of data. QA/QC manual must be available upon request. Laboratory shall be open for audits or inspections at mutually agreeable times.
- E3-9.2.6 Laboratory must be able to complete analyses and return results to the Using Agency within four (4) weeks from receipt of samples at Laboratory. Furthermore, laboratory shall, upon request and with reasonable notice, analyze samples on a RUSH basis with turnarounds of 1 week or less.
- E3-9.2.7 Laboratory will return results to the Using Department in hard copy form.
- E3-9.2.8 Laboratory will also return results to the Using Agency on CD. Data on CD shall be in ASCII, Comma Delineated, or other format agreed upon between laboratory and Using Agency. Laboratory may also make data available on a secure web site.
- E3-9.2.9 Laboratory reports (hard copies) shall include the following information: Client Sample I.D. Number, Sample Type, Sampled By, Submitted By, Source of Sample, Analyst, Sample Date, Submitted Date, Analysis Date, and Extraction Date.
- E3-9.2.10 In the event of anomalous or nonconforming results, the laboratory will endeavor to explain these results to the satisfaction of the Using Agency.

- E3-9.2.11 Laboratory will supply bottle and preservatives as requested.
- E3-9.2.12 Laboratory will provide travel blanks.
- E3-9.2.13 Laboratory will provide field blanks.
- E3-9.2.14 Laboratory shall provide all required sampling forms such as chains of custody and labels to the Using Agency.
- E3-9.2.15 Laboratory shall provide Material Safety Data Sheets (MSDS) for sample preservatives to the Using Agency as required in 29 CFR 1910.1200.
- E3-9.2.16 Analysis of samples will occur during normal operating hours of the lab. The Using Agency may require that the lab have someone available during off hours to receive and process the grab and composite samples so that they can be properly preserved for analysis.

EXHIBIT C **DEFINITIONS**

1.1 DEFINITIONS:

Following are definitions as used in any resultant contract:

1.1.1 Administrative (Indirect) Costs:

Means those reasonably considered as the costs of doing business; typically recognized administrative costs are preparation of PO or changes, accounting, invoicing, bonding, payroll preparation, motor pool costs, office materials, supplies, telephone calls (local and/or long-distance), and other related administrative activities.

1.1.2 ADEQ Guidance Cleanup Levels (AGCLs):

Means the pre-determined risk-based clean-up levels or standards as developed by the ADEQ.

1.1.3 Area:

Means the geographical location defined within the PSOW.

1.1.4 Asbestos:

This includes chrysolite, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that have been chemically treated and/or altered.

1.1.5 Asbestos Containing Material (ACM):

Any material that contains one percent or greater (>1%) asbestos as one of its components. Asbestos fiber may be found in vinyl or resilient floor coverings, drywall, roofing felts and ceiling tiles, cement pipe, cement sheet, and shingle. Asbestos fiber may be a component in gaskets and packing, in reinforced plastic molding compounds, in coatings and sealants, and in friction products, including brake linings, clutch facings, and industrial linings for equipment and appliances. For purposes of the OSHA Asbestos Standards, any thermal system insulation (TSI), sprayed-on or troweled-on surfacing materials, or vinyl/asphaltic flooring materials in building constructed prior to 1981 are presumed to be ACMs, unless proven otherwise by testing.

1.1.6 Background:

Means the concentration of a naturally-occurring contaminant in like lithology and soils within close proximity to, but not affected by, a release.

1.1.7 Best Management Practices (BMPs):

Shall have the meaning as contained in A.R.S. § 49-201(3) and any definition shown herein is superseded by the current statutory definition.

1.1.8 Competent Person:

For general purposes of this RFQ: One who is knowledgeable about construction safety and health and, through training and certification, is capable of identifying existing asbestos hazards in the workplace. A competent person has expertise to select the appropriate strategies for controlling exposure to asbestos and the authority to take prompt corrective measures to eliminate the hazards. This person has to be specially trained in a course which meets the criteria of EPA's Model Accreditation Plan, or equivalent, for project designer or contractor/supervisor, and/or must be trained in an

EPA O&M course, or equivalent, dependent upon the type of work. The competent person must receive annual refresher training to maintain certification. The term "Competent person" shall also apply to all other OSHA-defined situations.

1.1.9 Conflicting Party:

Shall be defined as any person who may be responsible under any state or federal law for pollutants which are present in, or threaten, the Project area defined within the PSOW.

1.1.10 Contaminant:

Means a substance, which is known or suspected to have an adverse impact on human health or the environment when released, emitted, discharged, or spilled into the environment.

1.1.11 Cost Effectiveness/Fair Market Price:

Means a price based on reasonable costs under normal competitive conditions or as otherwise determined in the best interests of the County, is technically feasible for design and implementation including operation and maintenance over the period of reasonably expected human and environmental exposure to such substances, and is not based solely on lowest possible cost.

1.1.12 Deterministic Risk Assessment Methodology:

Means a point-specific risk assessment. In the equation used to calculate risk, each parameter of exposure and toxicity is a single point estimate for each receptor evaluated (i.e., lifetime resident, adult resident, or young child resident). Upper-bound values are generally used in the risk calculation and the resulting risk estimate is likely to overstate the actual risk to any one individual.

1.1.13 Essential Equipment:

Equipment, as identified by the Contractor in their proposal, is equipment the Contractor has determined as essential for completion of the applicable Scope of Work.

1.1.14 Person:

Shall have the meaning as contained in A.R.S. § 49-201 and any definition shown herein is superseded by the current statutory definition.

1.1.15 Pollutant:

Shall have the meaning as defined in A.R.S. § 49-201 to mean fluids, contaminants, toxic wastes, toxic pollutants, dredged soil, solid waste, substances and chemicals, pesticides, herbicides, fertilizers, other agricultural chemicals, incinerator residue, sewage, garbage, sewage sludge, munitions, petroleum products, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, mining wastes, industrial wastes, municipal wastes, agricultural wastes, or any other liquid, solid, gaseous or hazardous substances.

1.1.16 Probabilistic Risk Assessment Methodology:

Means substituting probability distributions for the point estimate input variable in the equations used to calculate exposure dose and risk. The resulting distribution provides a full characterization of risk and corresponding risk percentiles for all exposure levels.

1.1.17 Project Scope of Work (PSOW):

Is a scope of proposed work for a specific site or Project, with other relevant additional information and requirements such as site descriptions and additional invoicing

requirements, prepared by the Using Agency to obtain an offer from the Contractor of a firm-fixed price to perform the work, their methodology of approach, Key Personnel to be assigned, any other factors or details requested, and when applicable, proposed cost savings or proven technical innovations.

1.1.18 Project Offer (PO):

Is an offer prepared by the Contractor in response to a PSOW from a Using Agency.

1.1.19 Project:

Is the formal written acceptance, with any negotiated changes, of the Contractor's PO.

1.1.20 Project Amendment (PA):

Is a formal written change, i.e., "change order," to a Project, negotiated between the Contractor and Using Agency, which represents a material change in scope, price, or time.

1.1.21 Regulated Substance:

Shall have the meaning as contained in A.R.S. § 49-1001(14) and any definition shown herein is superseded by the current statutory regulation. (Regulated substances means: (a) petroleum, (b) a substance specified in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, but not including a substance regulated as a hazardous waste under the Solid Waste Disposal Act of 1984).

1.1.22 Remediation or Remedial Action:

Shall have the meaning as contained in A.R.S. § 49-151 and/or A.R.S. § 49-281 and/or the National Contingency Plan (NCP), Section 101(24) of CERCLA as applicable.

1.1.23 Risk Assessment:

Shall mean a scientific evaluation of the risk to human health and/or the environment from the exposure to a specific type and concentration of contaminant. A risk assessment contains four components: identification of potential chemicals of concern; an exposure assessment; a toxicity assessment; and a risk characterization. The methodologies to perform or evaluate a risk/assessment shall be deterministic, probabilistic, or an alternative methodology commonly accepted in the scientific community.

1.1.24 Site:

Shall have the meaning as contained in the applicable section and chapter of the ARS, Title 49, The Environment, for any portion of any work within the scopes of work in this contract.

1.1.25 Underground Storage Tank (UST):

Shall have the meaning as contained in A.R.S. § 49-1001(18) and any definition shown herein is superseded by the current statutory definition. (UST means a tank or combination of tanks and underground pipes connected to tanks being used or having been used to contain regulated substances and which has at least ten percent (10%) of the total volume of the tank and underground portions of pipes connected to the tank underground. Exceptions to this definition are listed in the statutory regulation.)

1.1.25.1 UST Closure: The removal of an UST from operation.

1.1.25.2 Corrective Actions: The meaning as contained in A.R.S. § 49-1001 and 40 CFR, Part 280.60 through and including 40 CFR, Part 280.67 and any definition shown herein is superseded by the current statutory definition. (Corrective actions may include the use of biostimulation and indigenous microbes and bio-augmentation using microbes that are non-pathogenic, non-opportunistic, and that are naturally occurring.)

TRANS WEST ANALYTICAL SERVICES, 3725 E. ATLANTA AVENUE, PHOENIX, AZ 85040

PRICING SHEET: NIGP CODE 91843

Vendor Number: 2011004657 0

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2017.**

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TRANS WEST ANALYTICAL SERVICES, LLC**

EXHIBIT B

Trans West Analytical Services, LLC – Pricing Sheets

EXHIBIT A-9
PRICING

SERIAL 13134-ITN	
PRICING SHEET: NIGP CODE 91843	
BIDDER NAME:	<u>Trans West Analytical services dba Xenco</u>
VENDOR #:	<u></u>
BIDDER ADDRESS:	<u>3725 East Atlanta Avenue, Phoenix AZ 85040</u>
P.O. ADDRESS:	<u></u>
BIDDER PHONE #:	<u>(6020 437-0330</u>
BIDDER FAX #:	<u></u>
COMPANY WEB SITE:	<u>www.transwestanalytical.com</u>
COMPANY CONTACT (REP):	<u>Karen Walters</u>
E-MAIL ADDRESS (REP):	<u>kwalters@twalabs.com</u>

ACCEPT PROCUREMENT CARD: YES

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES

NET 30

1.0 PRICING

SERVICE OFFERED: Laboratory and Analytical Services

1.2 Laboratory Services (if applicable)	15	% OFF CURRENT PRICE LIST
		(MUST BE SUBMITTED WITH ORIGINAL PROPOSAL)
Labs submit analytical price list		

Water Inorganic Parameters

Parameter	Method	Price/ Sample	Maricopa	Primary Lab	Contingent Lab
			Price (-15%)		
Alkalinity, Total (inc: Hydroxide, Bicarbonate, Carbonate)	SM 2320B	\$20.00	\$17.00	Phoenix	
Biochemical Oxygen Demand (BOD5) *	SM 5210B	\$40.00	\$34.00	Phoenix	Houston
Biochemical Oxygen Demand, Carbonaceous *	SM 5210B	\$40.00	\$34.00	Phoenix	
Bromide	EPA 300.0	\$15.00	\$12.75	Phoenix	Houston
Chemical Oxygen Demand	HACH 8000	\$30.00	\$25.50	Phoenix	Houston
Chloride	EPA 300.0	\$15.00	\$12.75	Phoenix	Houston
Chlorine, Residual	HACH 8167	\$10.00	\$8.50	Phoenix	
Coliform (Presence/Absence), Colilert *	SM 9223B	\$25.00	\$21.25	Phoenix	
Coliform, Total (MPN) *	SM 9223B	\$25.00	\$21.25	Phoenix	
E. Coli (MPN) *	SM 9223B	\$25.00	\$21.25	Phoenix	
Coliform, Fecal (CFU)*	SM 9222D	\$30.00	\$25.50	Phoenix	
Specific Conductance	SM 2510B	\$15.00	\$12.75	Phoenix	Houston
Cyanide (Total) by Lachat	EPA 335.4	\$40.00	\$34.00	Phoenix	Houston
Cyanide (Total)	SM 4500-CN C,E	\$40.00	\$34.00	Phoenix	Houston
Cyanide (Amenable)	SM 4500-CN G,E	\$40.00	\$34.00	Phoenix	Houston
Ferrous Iron (Fe ²⁺)	HACH 8146	\$25.00	\$21.25	Phoenix	
Flashpoint (Pensky-Martens)	EPA 1010	\$25.00	\$21.25	Houston	
Fluoride	EPA 300.0	\$15.00	\$12.75	Phoenix	Houston
Hardness (Total Ca & Mg)	EPA 200.7 calc.	\$10.00	\$8.50	Houston	
Hexavalent Chromium (Cr6+)*	SM 3500-Cr D	\$30.00	\$25.50	Phoenix	

SERIAL 13134-ITN

Heterotrophic Plate Count*	SimPlate	\$50.00	\$42.50	Phoenix	
Langlier	Calculation	\$10.00	\$8.50	Phoenix	
Nitrogen:					
Ammonia	EPA 350.1	\$30.00	\$25.50	Houston	
Nitrate+Nitrite	EPA 353.2	\$15.00	\$12.75	Houston	
Nitrate*	EPA 300.0	\$15.00	\$12.75	Phoenix	Houston
Nitrite*	SM 4500-NO2 B	\$15.00	\$12.75	Phoenix	
Total Kjeldahl	EPA 351.2	\$30.00	\$25.50	Houston	
Oil and Grease (HEM)	EPA 1664A	\$60.00	\$51.00	Houston	
TPH (HEM-SGT)	EPA 1664A	\$60.00	\$51.00	Houston	
pH*	SM 4500-H B	\$10.00	\$8.50	Phoenix	Houston
Phenolics (Total)	EPA 420.1	\$70.00	\$59.50	Houston	
Phosphate:					
Total	EPA 365.1	\$20.00	\$17.00	Houston	
Ortho*	EPA 365.3	\$15.00	\$12.75	Phoenix	
Residues:					
Total Dissolved Solids (TDS)	SM 2540C	\$15.00	\$12.75	Phoenix	Houston
Total Suspended Solids (TSS)	SM 2540D	\$15.00	\$12.75	Phoenix	Houston
Total Solids (TS)	SM 2540F	\$15.00	\$12.75	Phoenix	Houston
	ASTM D3977				
Total Settleable Solids Sediment	ABC	\$40.00	\$34.00	Phoenix	
Settleable Solids (SS) *	SM 2540B	\$15.00	\$12.75	Phoenix	Houston
Sulfate	EPA 300.0	\$15.00	\$12.75	Phoenix	Houston
Sulfide	HACH 8131	\$20.00	\$17.00	Phoenix	Houston
Total Organic Carbon (TOC)	SM 5310C	\$50.00	\$42.50	Houston	
Turbidity*	EPA 180.1	\$10.00	\$8.50	Phoenix	Houston

* Short holding time requirements

Soil Inorganic Parameters

Parameter	Method	Maricopa		Primary Lab	Contingent Lab
		Price/Sample	Price (-15%)		
Alkalinity, Total (inc: Hydroxide, Bicarbonate, Carbonate) *	SM 2320 B	\$25.00	\$21.25	Houston	Phoenix
Bromide	EPA 9056	\$20.00	\$17.00	Houston	Phoenix
Chloride	EPA 9056	\$20.00	\$17.00	Houston	Phoenix
Cyanide (Total)	EPA 9010C/9014	\$50.00	\$42.50	Houston	
Cyanide (Amenable)	EPA 9010C/9014	\$50.00	\$42.50	Houston	
Ferrous Iron (Fe ²⁺) *	SM 3500-Fe D	\$25.00	\$21.25	Phoenix	Houston
Fluoride	EPA 9056	\$20.00	\$17.00	Houston	Phoenix
Hexavalent Chromium (Cr6+)	EPA 7196A	\$50.00	\$42.50	Phoenix	Houston
Ignitability	EPA 1030	\$40.00	\$34.00	Phoenix	
Nitrogen:					
Ammonia *	EPA 350.1	\$35.00	\$29.75	Houston	
Nitrate+Nitrite *	EPA 353.2	\$20.00	\$17.00	Houston	
Nitrate	EPA 9056	\$20.00	\$17.00	Houston	Phoenix
Nitrite	EPA 9056	\$20.00	\$17.00	Houston	Phoenix
Total Kjeldahl *	EPA 351.2	\$35.00	\$29.75	Houston	
Paint Filter Test	EPA 9040C	\$15.00	\$12.75	Phoenix	
pH *	EPA 9040C/9045D	\$15.00	\$12.75	Phoenix	Houston
Phosphate:					
Total *	EPA 365.3	\$25.00	\$21.25	Houston	
Ortho *	EPA 9056	\$20.00	\$17.00	Houston	Phoenix

SERIAL 13134-ITN

Total Solids / Percent Moisture	Gravimetric	\$10.00	\$8.50	Phoenix	Houston
Sulfate	EPA 9056	\$20.00	\$17.00	Houston	Phoenix
Total Organic Carbon (TOC - Walkley Black)	600/R-95/077	\$55.00	\$46.75	Houston	

Sample Preparation

Compositing \$5.00 /sample in composite

** non-compliance, Reported as Water Soluble*

Metals

SAMPLE PREPARATION METALS SAMPLE ANALYSES	Digestion - Waters/Solids/Sludges	Price/ Sample	Maricopa Price (-15%)	Primary Lab	Contingent Lab
Metals by Inductively Coupled Plasma (ICP)	Method EPA 200.7/6010B	Price/ Metal \$12.00	Maricopa Price (-15%) \$10.20	Houston	
Aluminum (Al)	Antimony (Sb)	Arsenic (As)	Barium (Ba)		
Beryllium (Be)	Boron (B)	Cadmium (Cd)	Calcium (Ca)		
Chromium (Cr)	Cobalt (Co)	Copper (Cu)	Iron (Fe)		
Lead (Pb)	Magnesium (Mg)	Molybdenum (Mo)	Nickel (Ni)		
Potassium (K)	Selenium (Se)	Silver (Ag)	Sodium (Na)		
Strontium (Sr)	Thallium (Tl)	Tin (Sn)	Vanadium (V)		
Zinc (Zn)		Silica (SiO2) – by EPA 200.7 only			
Metals by ICP/MS	Method EPA 200.8/6020	Price/ Metal \$12.00	Maricopa Price (-15%) \$10.20	Houston	
Antimony (Sb)	Arsenic (As)	Barium (Ba)	Beryllium (Be)		
Cadmium (Cd)	Chromium (Cr)	Cobalt (Co)	Copper (Cu)		
Lead (Pb)	Manganese (Mn)	Molybdenum (Mo)	Nickel (Ni)		
Selenium (Se)	Silver (Ag)	Thallium (Tl)	Vanadium (V)		
Uranium (U)	Zinc (Zn)				
	Rare Earth Metals By Request	\$50.00	\$42.50	Houston	
	Method	Price/ Sample	Maricopa Price (-15%)		

<i>Mercury by Cold Vapor</i>		EPA 245.1/7471A/7470A		\$30.00	\$25.50	Houston
				Price/	Maricopa	
<i>RCRA Metals (8)</i>		Method EPA 200.7/6010B and 245.1/7470A/7471A		Sample	(-15%)	
Arsenic (As)	Barium (Ba)	Cadmium (Cd)	Chromium (Cr)	\$124.00	\$105.40	Houston
Lead (Pb)	Mercury (Hg)	Selenium (Se)	Silver (Ag)			
				Price/	Maricopa	
<i>Priority Pollutant Metals (13)</i>		Method EPA 200.7/6010B and 245.1/7470A/7471A		Sample	(-15%)	
Antimony (Sb)	Arsenic (As)	Beryllium (Be)	Cadmium (Cd)	\$184.00	\$156.40	Houston
Chromium (Cr)	Copper (Cu)	Lead (Pb)	Mercury (Hg)			
Nickel (Ni)	Selenium (Se)	Silver (Ag)	Thallium (Tl)			
Zinc (Zn)						

NOTE: Please specify required reporting limits for all metals analyses.

Organic Chemistry

INDIVIDUAL ANALYSIS

		Price/	Maricopa	Primary	Contingent
	EPA Method	Sample	Price	Lab	Lab
			(-15%)		
VOLATILE ORGANIC ANALYSES					
Volatile Organic Compounds	EPA 624/8260B	\$100.00	\$85.00	Phoenix	Houston
Acrolein, Acrylonitrile	EPA 624/8260B	\$50.00	\$42.50	Phoenix	Houston
2-CEVE	EPA 624/8260B	\$50.00	\$42.50	Phoenix	Houston
BTEX only	EPA 624/8260B	\$65.00	\$55.25	Phoenix	Houston
BTEX+MtBE only or BTEX+TMB's only	EPA 624/8260B	\$75.00	\$63.75	Phoenix	Houston
EDB, DBCP	EPA 504.1/8011	\$65.00	\$55.25	Houston	
Drinking Water Volatile Organics	EPA 524.2	\$115.00	\$97.75	Houston	
Trihalomethanes	EPA 524.2	\$75.00	\$63.75	Houston	
HAA5's	EPA 552.3	\$130.00	\$110.50	Houston	
SEMIVOLATILE ANALYSES					
GC/MS Semivolatile Organic Compounds	EPA 625/8270C	\$200.00	\$170.00	Houston	
Polynuclear Aromatic Hydrocarbons	EPA 8270SIM	\$100.00	\$85.00	Houston	
Dioxin Screen	EPA 625	\$100.00	\$85.00	Houston	
Organochlorine Pesticides and PCBs	EPA 608/8081A/8082	\$120.00	\$102.00	Houston	
Organochlorine Pesticides	EPA 608/8081A	\$100.00	\$85.00	Houston	
Polychlorinated Biphenyls	EPA 8082	\$85.00	\$72.25	Houston	

SERIAL 13134-ITN

Herbicides	EPA 8151	\$200.00	\$170.00	Houston
------------	----------	----------	----------	---------

VAPOR ANALYSES:

Total Volatile Hydrocarbons as Gasoline only	EPA 8015-Modified	\$50.00	\$42.50	Phoenix
BTEX only by GC/MS	EPA 8260B AZ	\$75.00	\$63.75	Phoenix
Volatile Organic Compounds by GC/MS	EPA 8260B AZ	\$135.00	\$114.75	Phoenix

Hazardous Waste and UST

HAZARDOUS WASTE CHARACTERIZATION (RCRA)

ANALYSIS

Corrosivity, pH	EPA 9040B	\$15.00	\$12.75	Phoenix	Houston
Flashpoint	EPA 1010	\$25.00	\$21.25	Houston	
Ignitability	EPA 1030	\$50.00	\$42.50	Phoenix	
% Solids	IN HOUSE SOP	\$10.00	\$8.50	Phoenix	
Paint Filter	EPA 9095A	\$10.00	\$8.50	Phoenix	Houston
Hydrocarbons C10-C32, 8015AZ R.1	8015AZ R.1 Soils only	\$50.00	\$42.50	Phoenix	
Purgeable Aromatic Compounds (BTEX)	EPA 8021B/8260B	\$65.00	\$55.25	Phoenix	Houston
Volatile Organic Compounds	EPA 8260B	\$100.00	\$85.00	Phoenix	Houston

TCLP/SPLP Extraction

Metals	EPA 1311/1312	\$50.00	\$42.50	Houston
Non-Volatile Organic Compounds	EPA 1311/1312	\$50.00	\$42.50	Houston
Zero Headspace TCLP Extraction	EPA 1311	\$75.00	\$63.75	Houston

TCLP/SPLP Analysis (price does not include extraction fee)

8 RCRA Metals	EPA 6010B & 7470A	\$124.00	\$105.40	Houston
Organochlorine Pesticides	EPA 8081A	\$100.00	\$85.00	Houston
Volatile Organic Compounds	EPA 8260B	\$100.00	\$85.00	Houston
Semi-Volatile Organic Compounds	EPA 8270C	\$200.00	\$170.00	Houston

Underground Storage Tank and Fuels Analysis

INDIVIDUAL ANALYSIS

ANALYSIS	EPA Method	Price/ Sample	Maricopa Price (-15%)	Primary Lab	Contingent Lab
Purgeable Aromatics (BTEX only)	EPA 8021B/8260B	\$65.00	\$55.25	Phoenix	Houston
BTEX + Solvent Screen	EPA 8021B	\$75.00	\$63.75	Phoenix	Houston
Hydrocarbons (C10-C32)	8015AZ R.1 Soils Only	\$50.00	\$42.50	Phoenix	Houston
Hydrocarbons (C6-C10) GRO	SW8015D	\$50.00	\$42.50	Phoenix	Houston
Polynuclear Aromatic Hydrocarbons	EPA 8310	\$100.00	\$85.00	Houston	

SAMPLING SUPPLIES

Methanol Extraction Kits (per sample)	for EPA 5035	no charge	
Encore barrels (5g. size)	for EPA 5035	\$10.00	\$10.00
Lock and Load Syringes	for EPA 5035	\$1.50	\$1.50
Tedlar Bags		\$15.00	\$15.00

Field Analytical Services

MOBILE LABORATORY SERVICES	Method	Price/ Hour	Samples per 10 Hours Day	Primary Xenco Lab
BTEX or BTEX w/ MTBE Screen	EPA 8021B/8021B- Modified	call for pricing		Phoenix - Mobile
BTEX/TPH as Gasoline	EPA 8021B/8021B- Modified	call for pricing		Phoenix - Mobile
Solvent Screen (PCE, TCE, cis&trans 1,2-DCE)	EPA 8021B/8021B- Modified	call for pricing		Phoenix - Mobile
BTEX/Solvent Screen (PCE, TCE, cis&trans 1,2-DCE)	EPA 8021B/8021B- Modified	call for pricing		Phoenix - Mobile
TPH (C10-C32)	ADHS 8015AZ R.1 Soils Only	call for pricing		Phoenix - Mobile
TPH (C10-C32) & BTEX	ADHS 8015AZ R.1/8021B Soils	call for pricing		Phoenix - Mobile
Pesticide or PCB Screen	EPA 8081A/8082	call for pricing		Phoenix - Mobile
Field Methanol Preservation technician	EPA 5035	call for pricing		Phoenix - Mobile
Mobilization Per Hour Outside of Phoenix Metro Area		\$120.00	\$120.00	
Per Diem (Price may vary depending on location)		\$120.00	\$120.00	
Additional Field Chemist (per hour)		\$100.00	\$100.00	
Night & Weekend mobile lab work		+20%	+20%	

6 hour daily minimum charge applies to all Mobile Laboratory projects.

Other Fees

	Surcharge	
Night & Weekend sample receiving	\$150.00	\$150.00
24hr Rush TAT	100%	100%
48hr Rush TAT	80%	80%
72hr Rush TAT	60%	60%
4 Day Rush TAT	40%	40%
5 Day Rush TAT	20%	20%

3.0 PROPOSED ESCALATION SCHEDULE

3.1 2nd Year Period 2 % Maximum Increase

3.2 3rd Year Period 2 % Maximum Increase

3.3 4th Year Period 2 % Maximum Increase

3.4 5th Year Period 2 % Maximum Increase

3.4 6th Year Period 2 % Maximum Increase

NOTE: In order to determine the potential maximum liability of Maricopa County, any percentage(s) proposed by the offeror for 2nd, 3rd, 4th, and 5th years shall be evaluated per Section 3.3 of the Contract..



Legislation Description

File #: 15-210, Version: 1

AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH SELLERS AND SONS, INC. FOR WATER LINE VALVE AND FIRE HYDRANT REPLACEMENT

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

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a construction agreement with Sellers & Sons, Inc. in an amount not to exceed \$346,860 for the replacement of water line valves and fire hydrants.

Background

The city's water distribution system is a vast network of water mains, distribution lines, service lines, valves and fire hydrants which convey potable water for domestic and fire protection purposes. There are over 994 miles of water lines, including 24,000 valves, 61,000 service lines and 8,400 fire hydrants. Regular maintenance, repair, and improvement are required for optimal operation of this system.

Water line valves and fire hydrants are part of the complex water distribution system of the city. On-going maintenance is essential for ensuring a safe, reliable, and high quality water system. This maintenance project will replace approximately 40 water line valves and 11 fire hydrants in various locations throughout the city.

Analysis

Moving water through the city's distribution system is a key component in ensuring uninterrupted service and reliability. Proactive rehabilitation and replacement efforts minimize maintenance issues, reduce emergency disruptions, and assist with maintaining the integrity of the water distribution system. Water line valve and fire hydrant replacements are part of an on-going proactive preventive maintenance effort to maintain the operational reliability of the city's water distribution system.

The Engineering division opened bids for construction of this project on February 26, 2015. Eight bids were received and Sellers & Sons, Inc. submitted the lowest responsive bid in the amount of \$346,860.

Community Benefit/Public Involvement

The project will enhance the integrity of the water distribution infrastructure, minimize potential service interruptions, and improve water quality.

Budget and Financial Impacts

Cost	Fund-Department-Account
\$346,860	2400-61001-550800, Fire Hydrant Replacement

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Sellers & Sons. Inc., an Arizona corporation ("Contractor") as of the ____ day of _____, 20__.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in the **Notice to Contractors** and the attached **Exhibit A** ("Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project, the plans and specifications, the **Information for Bidders**, and the **Maricopa Association of Governments ("MAG") General and Supplemental Conditions and Provisions**;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

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

1. **Project.**

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

1.2 Documents. The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:

- (A) Notice to Contractors;
- (B) Information for Bidders;
- (C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
- (D) Proposal;
- (E) Bid Bond;
- (F) Payment Bond;
- (G) Performance Bond;
- (H) Certificate of Insurance;
- (I) Appendix; and
- (J) Plans and Addenda thereto.

Should a conflict exist between this Agreement (and its attachments), and any of the incorporated documents as listed above, the provisions of this Agreement shall govern.

1.3 **Project Team.**

- (A) **Project Manager.** Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement.

(B) Project Team.

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

(C) Sub-contractors.

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

2. **Schedule.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in **Exhibit A**, the Project shall be completed by no later than within one hundred twenty (120) consecutive calendar days from and including the date of receipt of the Notice to Proceed.

3. **Contractor's Work.**

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

3.2 **Licensing.** Contractor warrants that:

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

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

3.4 **Coordination; Interaction.**

- (A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").

- (B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- (C) If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Hazardous Substances. Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.

3.6 Warranties. At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.

3.7. Bonds. Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$346,860.00, as specifically detailed in the Contractor's bid and set forth in **Exhibit B** ("Compensation").

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

- (A) Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.
- (B) Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. Billings and Payment.

5.1 Applications.

- (A) The Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- (B) The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- (A) After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- (B) Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and

- (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

- (A) If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- (B) City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.
- (C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.
- (D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C).

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- (A) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.
- (B) Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

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

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

7. Insurance.

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

- (A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.
- (B) General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

- (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- (C) Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and 1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- (D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- (E) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.
- (F) Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
- (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies;
and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- (G) Certificates of Insurance.
- (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement.
- (H) Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.

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

7.2 Sub-contractors.

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

7.3 Indemnification.

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

7.4 Waiver of Subrogation. Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

8. Immigration Law Compliance.

- 8.1 Contractor, 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.
- 8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 8.3 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 8.1 above.
- 8.4 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 8.1 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 8.
- 8.5 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.
- 8.6 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.
- 8.7 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.

9. 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.

10. Non-Discrimination Policies. Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

11. Notices.

- 11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- (A) The Notice is in writing, and
 - (B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - (C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

- (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or
- (2) As of the next business day after receipt, if received after 5:00 p.m.
- (D) The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- (E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 Representatives.

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

Seller & Sons, Inc.
 Attn: John Sellers
 P.O. Box 1177
 Avondale, Arizona 85323

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

City of Glendale
 Attn: Tom Kaczmarowski
 5850 West Glendale Avenue
 Glendale, Arizona 85301

With required copies to:

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

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

- (C) **Concurrent Notices.**

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

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

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

13. Entire Agreement; Survival; Counterparts; Signatures.

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

- (A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- (B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- (C) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

- (A) The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- (B) The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- (C) The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. Dispute Resolution. Each claim, controversy and dispute ("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
Exhibit C	Dispute Resolution

131421

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

City of Glendale,
an Arizona municipal corporation

By: Richard A. Bowers
Its: Acting City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

Sellers & Sons, Inc.
an Arizona corporation

By: John L. Sellers
Its: President

WOMEN-OWNED/MINORITY BUSINESS [] YES [] NO
CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. _____
FEDERAL TAXPAYER IDENTIFICATION NO. _____

131421

**EXHIBIT A
CONSTRUCTION AGREEMENT**

PROJECT

Project will consist of removing and replacing approximately 40 valves ranging in size from 8" to 16". The valves are located throughout the city in major arterials, collectors and residential streets & intersections. Additionally, approximately 11 fire hydrants will require replacement. All ancillary work will be included.

131421

**EXHIBIT B
CONSTRUCTION AGREEMENT**

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid, including all services, materials and costs.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$346,860.00

DETAILED PROJECT COMPENSATION

Base Bid:	\$325,880.00
Alternate 1:	\$ 15,980.00
Alternate 2:	\$ 5,000.00
Total Amount	\$346,860.00

**EXHIBIT C
CONSTRUCTION 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 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 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 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.

BID TABULATION

PROJECT# 131421 - 2014-2015 FIRE HYDRANT AND VALVE REPLACEMENT-VARIOUS LOCATIONS

OPENED AT THE CITY OF GLENDALE, ENGINEERING DEPARTMENT
5850 W. GLENDALE AVENUE, 3RD FLOOR

DATE: FEBRUARY 26, 2015 - 9:00 a.m.

	CONTRACTOR	BID BOND/ CHECK	TOTAL BASE BID	TOTAL BID ALTERNATE 1	TOTAL BID ALTERNATE 2
1	SELLERS AND SONS, INC.	BB	\$ 325,880.00	\$ 15,980.00	\$ 5,000.00
2	RK SANDERS, INC.	BB	\$ 373,930.50	\$ 31,200.00	\$ 2,500.00
3	THE FISCHER COMPANY	BB	\$ 445,448.00	\$ 25,827.00	\$ 4,157.00
4	REDPOINT CONTRACTING	BB	\$ 448,821.00	\$ 18,700.00	\$ 6,800.00
5	MCCAIN CONSTRUCTION, LLC	BB	\$ 474,622.24	\$ 25,050.08	\$ 9,700.00
6	KINKAID CIVIL CONSTRUCTION	BB	\$ 582,297.00	\$ 33,120.00	\$ 8,400.00
7	STANDARD CONSTRUCTION COMPANY, INC.	BB	\$ 701,325.50	\$ 26,700.00	\$ 22,500.00
8	PHOENIX PIPELINES, INC.	BB	\$ 756,267.00	\$ 36,720.00	\$ 14,200.00
9					
10					

Engineer's Estimate \$492,000.00

Time of completion for this project is one hundred and twenty (120) consecutive days from and including the date of receipt of the notice to proceed.



Legislation Description

File #: 15-218, Version: 1

AUTHORIZATION FOR THE PURCHASE OF A SERVICE TRUCK FROM MIDWAY CHEVROLET FOR THE GLENDALE MUNICIPAL LANDFILL

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the purchase of a Chevrolet 4x4 service body truck from Midway Chevrolet for the Glendale Municipal Landfill (Landfill) in an amount not to exceed \$35,400.

Background

Landfill staff utilizes a pickup truck to transport and secure valuable equipment, tools, and supplies necessary to properly maintain landfill gas and water monitoring wells necessary for environmental compliance. The current pickup truck cannot transport all the equipment and parts necessary to efficiently complete the tasks involved. The new 4x4 service body truck will be equipped to perform a multitude of environmentally related facility maintenance tasks on a daily basis, allow staff to securely store equipment and tools, minimize the need to physically load and off load the equipment, and will be designed to traverse the harsh terrain and conditions of the landfill, including times of inclement weather.

The Equipment Management Division solicited requests for quotes from multiple vendors, three quotes were received and Midway Chevrolet was the lowest responsive bidder. Materials Management has reviewed the purchase request documents and has determined that the procurement meets the requirements for the informal purchase procedures. Written quotes were received From Midway Chevrolet, Courtesy Chevrolet and Sands Chevrolet, with Midway Chevrolet being determined to be the lowest responsible bid.

Analysis

The current Landfill pickup truck is due for replacement due to its age and wear. This new 4x4 service truck will be utilized by landfill staff for transporting equipment and staff to and from the working face of the landfill.

Previous Related Council Action

On October 14, 2014, Council authorized the City Manager to enter into a Linking Agreement with Midway Chevrolet and approved the purchase of four vehicles utilizing an Arizona State Purchasing Cooperative Contract. The current purchase of the Landfill service truck was not included in that cooperative contract.

Community Benefit/Public Involvement

The landfill is a responsible, progressive and environmentally sound long-term solution to solid waste management essential to the future health, welfare and prosperity of Glendale residents.

The equipment will be used to efficiently and effectively manage the Glendale Municipal Landfill in a safe manner.

Budget and Financial Impacts

Funds for this purchase are available in the fiscal year 2014-15 capital improvement plan of the Landfill Enterprise Fund. The operating and maintenance costs associated with this purchase will be absorbed by the Landfill operating budget.

Cost	Fund-Department-Account
\$35,400	2440-78506-551400, Landfill Replacement Truck

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



BID/PROPOSAL TABULATION

BID NAME: Purchase of a Chevrolet 4x4 service body truck for Glendale Municipal Landfill

Vendor		Quote
Midway Chevrolet		\$ 35,391.49
Courtesy Chevrolet		\$ 35,988.76
Sands Business Central		\$ 36,525.00



Legislation Description

File #: 15-219, Version: 1

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH STRUCTURAL GRACE, INC. FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE BRIDGE REPAIR PROGRAM

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a professional services agreement for the design and construction services with Structural Grace, Inc. for the maintenance repair of five bridges in an amount not to exceed \$58,204.

Background

Transportation and pedestrian bridges are part of the complex network for the safe movement of people, goods and services throughout the city. On-going bridge maintenance is essential for ensuring a safe, reliable, and high quality transportation network system. The scope of this project will provide repair and maintenance of components for five bridges identified in the Final Bridge Repair Recommendation Report dated December 11, 2014 prepared by Structural Grace, Inc. The bridges included in this project are at the following locations: Arizona Canal Diversion Channel (ACDC) at Cactus Road; Grand Canal at 83rd Avenue; Agua Fria River at Glendale Avenue; 55th Avenue and Utopia Road; and, ACDC at 59th Avenue.

In February 2014, Structural Grace, Inc. was selected from the current City of Glendale Engineering On-Call Consultants list to review, evaluate, and prioritize the Arizona Department of Transportation bridge inspection reports for all of bridges in the city, and prepare the Bridge Repair Recommendation Report identifying those in need of repair. This new agreement provides for design and construction administration services in the amount of \$58,204.

Analysis

Maintaining transportation bridges throughout the city is the key component in ensuring uninterrupted transportation movements and protection to Glendale residents and businesses.

Community Benefit/Public Involvement

This project will benefit the community by maintaining the integrity of the bridge network system minimizing potential interruptions.

Budget and Financial Impacts

Funding in the amount of \$58,204 is available in the FY 2014-15 capital improvement program.

Cost	Fund-Department-Account
\$58,204	1980-68122-550800, Capital Bridge Repair Program

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

PROFESSIONAL SERVICES AGREEMENT

Project 131423
Capital Bridge Repair Design

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Structural Grace, Inc., an Arizona Corporation, ("Consultant") as of the ____ day of _____, 20 ____ ("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 \$58,204 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.**

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

- a. Consultant and Subconsultants and Subcontractors. Consultant, and each Subconsultant or Subcontractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Consultant's Policies"), until each Party's obligations under this Agreement are completed.
- b. **General Liability.**
 - (1) Consultant 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 limit.
 - (2) Subconsultants and Subcontractors 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. **Professional Liability.** Consultant must maintain a professional errors and omissions liability policy providing a minimum limit of \$2,000,000 for each claim and a \$2,000,000 annual aggregate limit.
- d. **Auto.** A business auto policy providing a liability limit of at least \$1,000,000 per accident for Consultant and \$1,000,000 per accident for Subconsultants and Subcontractors and covering owned, non-owned and hired automobiles.
- e. **Workers' Compensation and Employer's Liability.** Consultant must also maintain a workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

- f. Notice of Changes. Consultant's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Consultant's Policies;
 - (2) Reduction of the coverage limits of any of Consultant's Policies; and
 - (3) Any other material modification of Consultant's Policies related to this Agreement.
- g. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Consultant must deliver to City Representative certificates of insurance for each of Consultant's Policies, which will confirm the existence or issuance of Consultant's Policies in accordance with the provisions of this section, and copies of the endorsements of Consultant'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 Consultant's Policies, or to examine Consultant's Policies, or to inform Consultant, Subconsultant, or Subcontractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Consultant's failure to secure and maintain Consultant's Policies and to assure Consultant's Policies as required will constitute a material default under the Agreement.
- h. 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 Consultant's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- i. Policies. Except with respect to workers' compensation and Consultant's professional 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 Subconsultants and Subcontractors.

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

8.3 Indemnification.

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

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:

Nathan Palmer, PE
Structural Grace, Inc.
808 North First Street
Phoenix, AZ 85004

- 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 Tom Kaczmarowski, PE
5850 West Glendale Ave, Suite 315
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 one year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional one 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: Richard A. Bowers
Its: Acting City Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Structural Grace, Inc.,
an Arizona corporation



By: Claudia G. Perchinelli, PE, SE
Its: President

EXHIBIT A
Professional Services Agreement

PROJECT

(Cover Page)

EXHIBIT A

Project Description

This project consists of the final design of bridge repairs as detailed in Exhibit B and in the Final Bridge Recommendation Report prepared by Structural Grace, Inc. (SGI) dated December 11, 2014. SGI will perform all repair designs according to the AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

(Cover Page)

EXHIBIT B

Scope of Work

All repair designs will be performed in accordance to the AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications.

Scope:

- Structure #9886 – Prepare repair plans, specifications and estimates for replacing a damaged, localized portion of the north barrier which serves as the light pole base. Additionally, plans, specifications and estimates will be prepared to replace the missing banister cap on the pedestrian railing within the bridge limits.
- Structure #9443 - Prepare repair plans, specifications and estimates for replacing the damaged east bridge barrier.
- Structure #9301 - Prepare repair plans, specifications and estimates for replacing the south curb and overhang. The existing H-2-1 barrier railing is to be salvaged and remounted on the new curb.
- Structure #9885 - Prepare repair plans, specifications and estimates for replacing the missing pedestrian rails at the southwest corner of the bridge. The new railing is to match the existing railing, and will include new connections to the concrete
- As-Built Plans (for repairs only)
- Post-design services, including 1 construction inspection site visit per bridge and 5 RFIs total.

Deliverables:

- Draft and Final Plans, Specifications and Estimates (PS&E):
 - Plans will be transmitted electronically in pdf format.
 - Special Provisions/Specifications will be transmitted electronically in word and pdf format.
 - Estimates will be transmitted electronically in excel and pdf format.
 - As-Built Drawings will be transmitted electronically in pdf format.

Assumptions:

- Only the repairs at the bridge locations identified in the Final Bridge Repair Recommendation Report as requiring Consultant design services will be completed.
- All designs will be in accordance with the AASHTO LRFD Bridge Design Specifications.
- Maricopa Association of Governments (MAG) Specifications will be used.
- There will only be two submittals (PDF format); a draft and a final version of the drawings, specifications and estimates.
- One site visit to each structure by Structural Grace personnel may be required.
- For traffic barrier requiring repairs, it is assumed that the end treatments of these barriers are adequate as is and will not require any modifications.
- One set of specifications will be prepared that will apply to repairs at all four structures.
- Estimate will be prepared for each individual repair.
- Plan set will contain repairs for all four structures and is assumed to be bid as one project.
- Site-specific bridge information will be provided by the City of Glendale or ADOT if requested by Structural Grace (as-builts, inspection reports, etc.).
- Structural Grace will have unrestricted access to the bridge site, including the underside of the bridge, to conduct any necessary field reviews.
- No design of the substructure will be conducted, i.e. we are assuming the substructure can accommodate the superstructure loading.
- All existing superstructure, substructure and wall members are adequate to support the new repairs in accordance with the AASHTO LRFD minimum design criteria.
- The existing structures do not have any structural flaws that would prevent Structural Grace from responsibly completing the bridge repair designs.
- Structural Grace is not responsible for producing or reviewing Traffic Control plans.
- Only one meeting (kickoff meeting) is required.

EXHIBIT C
Professional Services Agreement

SCHEDULE

(Cover Page)

EXHIBIT C

Schedule

The following reflects the project schedule:

- The Draft PS&E Package will be submitted four weeks after issuance of Notice to Proceed.
- The Final PS&E Package will be submitted within one week after receiving comments from the City of Glendale on the PS&E Package (Anticipated Completion Date: April 15, 2015).

In summary, the work effort from Notice-to-Proceed to completion of the Final PS&E Package will take five (5) weeks not including the City of Glendale review of the Draft PS&E package.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Time and materials as billed in accordance with the rates contained in the attached estimate

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 \$58,204..

DETAILED PROJECT COMPENSATION

See the attached detail.

EXHIBIT D Compensation



Client: Engineering Department / Tom Kaczmarowski
 Owner: City of Glendale
 Project: Bridge Repairs

Date: 28-Feb-15
 SGI No.: P2012-068
 Original Estimate: X CD#: _____

Task Description	Hourly Rate	Principal	Project	Senior	Project	Engineer /	CAD	Inspector	Total Hours	Total Cost
		Engineer	Manager	Project Engineer	Engineer	Designer	Designer			
1 Kickoff Meeting Kickoff Meeting to Discuss Scope and Schedule			3.00						3.00	\$525.00
2 ACDC Bridge at Cactus Road - Str. 9885 Repair Light Pole Base (North Barrier)	1.00	2.00	16.00	12.00		16.00			47.00	\$6,380.00
Replace Missing Banister Cap		2.00	8.00	12.00		8.00			30.00	\$4,110.00
Specifications and Estimates		2.00	12.00						14.00	\$2,330.00
3 Grand Canal Bridge at 83rd Avenue - Str. 9443 Replace East Barrier	1.00	2.00	12.00	40.00		28.00			83.00	\$10,780.00
Specifications and Estimates		2.00	4.00						6.00	\$1,010.00
4 Agua Fria River Bridge at Glendale Avenue - Str. 9901 Replace South Curb and replace barrier	1.00	4.00	40.00	34.00		48.00			127.00	\$16,810.00
Specifications and Estimates		2.00	8.00						10.00	\$1,670.00
5 ACDC Bridge at 59th Avenue - Str. 9885 Replace Missing Pedestrian Rails in SW Corner	1.00	2.00	10.00	8.00		10.00			31.00	\$4,260.00
Specifications and Estimates		2.00	2.00						4.00	\$680.00
6 As-Builts Creating As-Built Sheets (For Repairs Only)	1.00	1.00		2.00		8.00			12.00	\$1,405.00
7 Post-Design Services Construction Inspections (Structure #8886, #9443 & #9301 only)			10.00						10.00	\$1,650.00
Responding to RFIs (5 Assumed)		3.00		7.00					10.00	\$1,505.00
Total Hours		5.00	27.00	122.00	115.00	0.00	118.00	0.00	387.00	\$53,115.00
Total Labor Cost		\$950.00	\$4,725.00	\$20,130.00	\$16,100.00	\$0.00	\$11,210.00	\$0.00		\$53,115.00
Estimated Direct Expenses										
Mileage @ \$0.445/Mile	Quantity	Rate	Total							
	200.00	\$0.445 Per Mile	\$89.00							
Total Direct Expenses										\$89.00
Owner Contingency City of Glendale										\$5,000.00
Total Owner Contingency										\$5,000.00
TOTAL FEE										\$58,204.00

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 #: 15-220, **Version:** 1

AWARD OF BID 15-52 TO SOUTHWEST FABRICATION, L.L.C., FOR STREETLIGHT POLES AND ARMS

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This a request for City Council to award the bid and authorize the Acting City Manager to enter into a three-year contract with Southwest Fabrication, L.L.C., in an amount not to exceed \$411,987.81 for the supply of streetlight poles and arms. This request also authorizes the City Manager, at the City Manager's discretion, to renew the agreement for an additional two years, in one-year increments, in an amount not to exceed \$686,646.35 over the full five-year period.

Background

The current contract for supply of streetlight poles and arms expired March 23, 2015. The street lighting program regularly uses new poles and arms to replace existing poles which were knocked down or severely rusted. Approximately 50 poles have been replaced annually due to these issues. New poles and arms are also used for infill lighting at the request of a resident.

Analysis

The city's Materials Management Division issued an Invitation for Bid (IFB) on December 26, 2014 for supply of streetlight poles and arms. Two responses to the IFB were received and evaluated, with Southwest Fabrication providing the lowest responsive and responsible bid. The terms of the IFB allow for a multi-year agreement with lower bid pricing that is in the best interest of the city. As such, staff is asking Council to authorize the Acting City Manager to enter into an agreement with Southwest Fabrication, LLC for an initial three-year term not to exceed \$137,329.27 annually for streetlight pole and arm supply services, and to authorize the City Manager, to renew the agreement for an additional two years, in one year increments, in an amount not to exceed \$686,646.35 over the full five-year period.

Community Benefit/Public Involvement

Residents take great interest in the performance of neighborhood streetlights. Street lighting is critical to traffic and pedestrian safety and neighborhood visibility. Continued maintenance and repair of city streetlights will meet residents' expectations and provide for a safe transportation environment for travelers and visibility for neighborhood residents. For more information on Glendale's streetlights, please visit www.glendaleaz.com/transportation/streetlights <<http://www.glendaleaz.com/transportation/streetlights>>.

Budget and Financial Impacts

Funding for the remainder of this fiscal year in the amount of \$13,704.50 is available in the street lighting program FY 2014-15 operating budget. Funding for the remainder of the initial three-year term in the amount of \$398,283.31 will be contingent upon Council approval of future operating budgets. Expenditures with Southwest Fabrication, LLC are not to exceed \$137,329.27 annually or \$686,646.35 over the full five-year term of the agreement based on annual budget approval from Council.

Cost	Fund-Department-Account
\$13,704.50	1340-16920-524400, Street Light Management

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AGREEMENT WITH SOUTHWEST FABRICATION, L.L.C.
FOR
STREETLIGHT POLES AND ARMS
City of Glendale Solicitation No. 15-52

This Agreement for Supply of Streetlight Poles and Arms ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Southwest Fabrication, L.L.C., an Arizona limited liability company, (the "Contractor"), as of the _____ day of _____, 20_____.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in Exhibit A, pursuant to Solicitation No. 15-52 (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.

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

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 \$411,987.81, as specifically detailed in Exhibit B (the "Compensation").

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

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

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

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

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

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

6. Termination.

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

- a. Contractor will be equitably compensated for Goods or Services 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 (Vendor) shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to person or damage to property that may arise from or in connection with the purchase and or use of the commodity.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City of Glendale in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees, or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

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

(1) **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 City of Glendale, and its departments, boards, commissions, 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 (**Blanket Endorsements are not acceptable**) in favor of the "City of Glendale, and its departments, boards, commissions, 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 City of Glendale, and its departments, boards, commissions, 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 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 "City of Glendale, and its departments, boards, commissions, 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 and/or self-insurance carried by the City of Glendale shall be excess and not contributory insurance.
- (2) Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the City of Glendale. Such notice shall be sent directly to the Department.

D. ACCEPTABILITY OF INSURERS: Contractors insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The City of Glendale 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 City of Glendale 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 City of Glendale Department 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 City of Glendale project/contract number and project description are to be noted on the certificate of insurance. The City of Glendale reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Risk Management. 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.

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 extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City of Glendale, and its departments, boards, commissions, 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' fee, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or less or damage to tangible to 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 City of Glendale, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the City of Glendale.
- 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:

Southwest Fabrication, L.L.C
c/o Kyle J. Presler
22233 North 23rd Avenue
Phoenix, Arizona 85027

- 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 Mike Sills-Trausch
5850 West Glendale Avenue, Suite 315
Glendale, Arizona 85301
623-930-3630

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 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. 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
Exhibit C	Dispute Resolution

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

By: Richard A. Bowers
Its: Acting City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

Southwest Fabrication, L.L.C.,
an Arizona Limited Liability Company



By: Kyle J. Pressler
Its: Member *KP*

EXHIBIT A

PROJECT

[See attached]

Scope of contract includes the supply and delivery of new streetlight poles and arms, not to include installation, per the detailed Invitation for Bid (IFB 15-52).

EXHIBIT B
IFB 15-52
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION


By bid, based on unit cost of material provided.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$411,987.81 (\$137,629.27 annually).

DETAILED PROJECT COMPENSATION

See the attached Unit Pricing for IFB-15-52.

	SOLICITATION NUMBER: IFB 15-52 STREETLIGHT POLES AND ARMS	CITY OF GLENDALE Materials Management 3850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	---

3.0 OFFER SHEET

3.1 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.

<u>Kyle J. Presler</u> Authorized Signature	<u>SOUTHWEST FABRICATION, LLC</u> Company's Legal Name
<u>Kyle J. Presler</u> Printed Name	<u>22233 N. 23RD AVE.</u> Address
<u>CONTRACTOR</u> Title	<u>PHOENIX, AZ 85027</u> City, State & Zip Code
<u>623-587-4648 x109</u> Telephone Number	<u>623-492-0393</u> FAX Number
<u>Kyle@sw-fab.com</u> Authorized Signature Email Address	<u>1/21/2015</u> Date

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

<u>William E. Hintze</u> Contact Name	<u>CEU</u> <u>602-721-0165</u> Phone Number	<u>623-492-0393</u> Fax Number
<u>bill@sw-fab.com</u> Email Address		

FEDERAL TAXPAYER ID NUMBER: 86-0887947

Arizona Sales Tax No. 07-555430-2 Tax Rate 8.3%

Offeror certifies it is a: Proprietorship Partnership ^{LLC} Corporation

Minority or woman owned business: Yes No



SOLICITATION NUMBER: IFB 15-52
STREETLIGHT POLES AND ARMS

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

4.0

PRICE SHEET

4.1 **PRICE** Unit Price represents the price of each unit which includes shipping, fuel, insurance and any other associated direct or indirect costs (except taxes).

STEEL POLES AND MASTS					
Item No.	Estimated Quantities (A)	Unit of Measure	Description	Unit Price (B)	Extended Amount (A X B)
4.1.1	8	Each	Mast Arm, 3' Radius, Luminary Support, SRP Residential, Spec A-1	\$ 50.00	\$ 400.00
4.1.2	5	Each	Mast Arm, 6' Radius, Luminary Support, SRP Arterial, Spec A-2	\$ 72.00	\$ 360.00
4.1.3	17	Each	Mast Arm, 6' x 1'8", Luminary Support, Spec A-3	\$ 62.00	\$ 1,054.00
4.1.4	2	Each	Mast Arm, 8' x 3', Luminary Support, APS, Spec A-4	\$ 71.00	\$ 142.00
4.1.5	1	Each	Mast Arm, 8' x 3', Luminary Support, APS, Spec A-4, painted dark bronze	\$ 77.00	\$ 77.00
4.1.6	6	Each	Mast Arm, 8' x 8', Luminary Support, APS, Spec A-5	\$ 93.00	\$ 558.00
4.1.7	8	Each	Mast Arm, 12' x 8', Luminary Support, Straight 3-Bolt Shoe Spec A-6	\$ 122.00	\$ 976.00
4.1.8	1	Each	Mast Arm, 4'3" x 8', Luminary Support, Spec A-7	\$ 77.00	\$ 77.00
4.1.9	1	Each	Mast Arm, 18", Luminary Support, Spec A-8	\$ 40.00	\$ 40.00
4.1.10	10	Each	Mast Arm, 8' x 3', Luminary Support, for Steel Pole on Breakaway Base	\$ 71.00	\$ 710.00
4.1.11	1	Each	Mast Arm, 20' 3-Bolt Plate, Modified G	\$ 195.00	\$ 195.00
4.1.12	1	Each	High Rise Mast Arm for wood poles	\$ 111.00	\$ 111.00
4.1.13	56	Each	Hand Hole Cover, 3" x 5" Galvanized Rectangle, for poles P-1, P-3, P-5, P-8	\$ 6.50	\$ 364.00
4.1.14	5	Each	Hand Hole Cover, 3" x 6" Rectangle with Cleat	\$ 6.50	\$ 32.50



SOLICITATION NUMBER: IFB 15-52
STREETLIGHT POLES AND ARMS

CITY OF GLENDALE
Materials Management
5830 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

4.1.15	5	Each	Hand Hole Cover, 3" x 5" Rectangle, Black, for P-2 Pole	\$ 6.50	\$ 32.50
4.1.16	27	Each	Hand Hole Cover, 3" x 5.5" Flat Oval with Cleat	\$ 6.50	\$ 175.50
4.1.17	1	Each	Hand Hole Cover, 3" x 5.5" Flat Oval with Cleat, Painted Black	\$ 6.50	\$ 6.50
4.1.18	2	Each	Hand Hole Cover, 7.5" x 5.25" Galvanized Flat Oval with Cleat	\$ 6.50	\$ 13.00
4.1.19	45	Each	Hand Hole Cover, 4" x 6" Galvanized, Contoured, for P-7 Pole	\$ 6.50	\$ 292.50
4.1.20	4	Each	Hand Hole Cover, 5" x 7.5" Galvanized Oval	\$ 6.50	\$ 26.00
4.1.21	40	Each	Pole, Luminary Support on 22' on Foundation, Spec P-1	\$ 379.00	\$ 15,160.00
4.1.22	10	Each	Pole, Luminary Support W/ Arm on Foundation, 6" Square x 29' 6" Black, Split Cover, Spec P-2	\$ 720.00	\$ 7,200.00
4.1.23	150	Each	Pole, Luminary Support on 30.5' Direct Bury, Spec P-3	\$ 325.00	\$ 48,750.00
4.1.24	50	Each	Pole, Luminary Support 4" Square x 34' Black Direct Bury, Spec P-4	\$ 350.00	\$ 17,500.00
4.1.25	25	Each	Pole, Luminary Support on 31' Direct Bury, SRP Arterial, Spec P-5	\$ 298.00	\$ 7,450.00
4.1.26	25	Each	Pole, Residential Post Top, 23' 6" Black, Direct Bury, Spec P-6	\$ 163.00	\$ 4,075.00
4.1.27	20	Each	Pole, Luminary Support, 38' 6" Black, Direct Bury, Arterial, Spec P-7	\$ 438.00	\$ 8,760.00
4.1.28	1	Each	Pole, Luminary Support 30' 6" Direct Bury, Spec P-3, Painted Dark Bronze	\$ 366.00	\$ 366.00
4.1.29	1	Each	Pole, Luminary Support 22' on Foundation, Modified for Traffic Signal Base, Spec P-8	\$ 434.00	\$ 434.00
4.1.30	1	Each	Pole, Luminary Support 22' on Foundation, Double Mast Arms for Medians, Spec P-9	\$ 428.00	\$ 428.00
4.1.31	1	Each	Pole, Luminary Support 16' 3" on Foundation, G Pole (Modified P-1)	\$ 401.00	\$ 401.00
4.1.32	1	Each	Pole, Luminary Support 30' on		



SOLICITATION NUMBER: IFB 15-52
STREETLIGHT POLES AND ARMS

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

			Foundation, Spec P-10	\$ 475.00	\$ 475.00
4.1.33	1	Each	Pole, Luminary Support 38'6" Direct Bury, Spec P-11	\$ 471.00	\$ 471.00
4.1.34	10	Each	Steel Pole with Breakaway Base, Luminary Support 27' on Foundation	\$ 872.00	\$ 8,720.00
4.1.35	2	Each	Base Cover for Round Pole, square shape. (See Exhibit 5.30)	\$ 27.00	\$ 54.00
4.1.36	2	Each	Base Cover for Round Pole, square shape with rounded edges (See Exhibit 5.31)	\$ 54.00	\$ 108.00
4.1.37	15	Each	Base Cover for P2 Pole, square shape, black color (See Exhibit 5.32)	\$ 27.00	\$ 405.00
4.1.38	15	Each	Base Cover for P1 Pole, round shape (See Exhibit 5.33)	\$ 27.00	\$ 405.00
Total Steel Poles and Masts (Item 4.1.1 through 4.1.38)					\$ 126,804.50

NON-STEEL POLES AND ARMS

Item No.	Estimated Quantities (A)	Unit of Measure	Description	Unit Price (B)	Extended Amount (A X B)
4.1.39	10	Each	Shakespeare or approved equivalent aluminum Mast Arm 4' x 12', Luminary Support	\$ No Bid	\$ No Bid
4.1.40	10	Each	Shakespeare or approved equivalent fiberglass Pole Luminary Support 33', Direct Bury	\$	\$
4.1.41	2	Each	Shakespeare hand hole cover for fiberglass post top poles, Part No. 37-75-0038-60 or approved equivalent. Black color; approximate dimensions: 5" vertical, 4.5" diagonal, and 2.5" horizontal. (See Exhibit 5.28)	\$	\$
4.1.42	2	Each	Shakespeare hand hole cover for fiberglass post top poles, or approved equivalent. Approximate dimensions: 5.5" vertical, 4.75"	✓	✓



SOLICITATION NUMBER: IFB 15-52
STREETLIGHT POLES AND ARMS

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

		diagonal, and 3" horizontal. (For Grand Avenue fiberglass poles.) (See Exhibit 5.29)	No Bid \$	No Bid \$
Total Fiberglass Poles and Masts (Item 4.1.39 through 4.1.42)				\$ No Bid
Grand Total Poles and Masts (Item 4.1.1 through 4.1.42)				\$126,804.50

4.2 **TAX AMOUNT** Bidder should not include any use tax or federal tax in their bid price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration. Tax: 8.3 %

4.3 **DELIVERY** Bidder states that all orders shall be delivered within 30 calendar days after receipt of notification.

4.4 **PROCUREMENT CARD ORDERING CAPABILITY** Please check appropriate box.

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

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

Company Name: SOUTHWEST FABRICATION, LLC.

EXHIBIT C

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.



BID TABULATION SHEET

FINANCE DEPARTMENT/MATERIALS MANAGEMENT

IFB NAME: STREETLIGHT POLES AND ARMS

IFB NO.: 15-52

DUE DATE: January 22, 2015

CONTRACT ANALYST: Elmer Garcia

Southwest Fabrication LLC	Cem-Tec Corporation
----------------------------------	----------------------------

Item No.	Estimated Quantities (A)	Unit of Measure	Description	Unit Price (B)	Extended Amount (A X B)	Unit Price (B)	Extended Amount (A X B)
STEEL POLES AND MASTS							
4.1.1	8	EACH	Mast Arm, 3' Radius, Luminary Support, SRP Residential, Spec A-1	\$50.00	\$400.00	\$55.00	\$440.00
4.1.2	5	EACH	Mast Arm, 6' Radius, Luminary Support, SRP Arterial, Spec A-2	\$72.00	\$360.00	\$82.00	\$410.00
4.1.3	17	EACH	Mast Arm, 6' x 1'8", Luminary Support, Spec A-3	\$62.00	\$1,054.00	\$60.00	\$1,020.00
4.1.4	2	EACH	Mast Arm, 8' x 3', Luminary Support, APS, Spec A-4	\$71.00	\$142.00	\$64.00	\$128.00
4.1.5	1	EACH	Mast Arm, 8' x 3', Luminary Support, APS, Spec A-4, painted dark bronze	\$77.00	\$77.00	\$75.00	\$75.00
4.1.6	6	EACH	Mast Arm, 8' x 8', Luminary Support, APS, Spec A-5	\$93.00	\$558.00	\$88.00	\$528.00
4.1.7	8	EACH	Mast Arm, 12' x 8', Luminary Support, Straight 3-Bolt Shoe Spec A-6	\$122.00	\$976.00	\$160.00	\$1,280.00
4.1.8	1	EACH	Mast Arm, 4'3" x 8', Luminary Support, Spec A-7	\$77.00	\$77.00	\$122.00	\$122.00
4.1.9	1	EACH	Mast Arm, 18", Luminary Support, Spec A-8	\$40.00	\$40.00	\$68.00	\$68.00
4.1.10	10	EACH	Mast Arm, 8' x 3', Luminary Support, for Steel Pole on Breakaway Base	\$71.00	\$710.00	\$64.00	\$640.00
4.1.11	1	EACH	Mast Arm, 20' 3-Bolt Plate, Modified G	\$195.00	\$195.00	\$260.00	\$260.00
4.1.12	1	EACH	High Rise Mast Arm for wood poles	\$111.00	\$111.00	\$152.00	\$152.00
4.1.13	56	EACH	Hand Hole Cover, 3" x 5" Galvanized Rectangle, for poles P-1, P-3, P-5, P-8	\$6.50	\$364.00	\$5.00	\$280.00
4.1.14	5	EACH	Hand Hole Cover, 3" x 6" Rectangle with Cleat	\$6.50	\$32.50	\$10.00	\$50.00
4.1.15	5	EACH	Hand Hole Cover, 3" x 5" Rectangle, Black, for P-2 Pole	\$6.50	\$32.50	\$7.00	\$35.00
4.1.16	27	EACH	Hand Hole Cover, 3" x 5.5" Flat Oval with Cleat	\$6.50	\$175.50	\$5.00	\$135.00
4.1.17	1	EACH	Hand Hole Cover, 3" x 5.5" Flat Oval with Cleat, Painted Black	\$6.50	\$6.50	\$7.00	\$7.00
4.1.18	2	EACH	Hand Hole Cover, 7.5" x 5.25" Galvanized Flat Oval with Cleat	\$6.50	\$13.00	\$25.00	\$50.00
4.1.19	45	EACH	Hand Hole Cover, 4" x 6" Galvanized, Contoured, for P-7 Pole	\$6.50	\$292.50	\$5.00	\$225.00
4.1.20	4	EACH	Hand Hole Cover, 5" x 7.5" Galvanized Oval Pole, Luminary Support on 22' on	\$6.50	\$26.00	\$15.00	\$60.00
4.1.21	40	EACH	Foundation, Spec P-1	\$379.00	\$15,160.00	\$492.00	\$19,680.00

4.1.22	10	EACH	Pole, Luminary Support W/ Arm on Foundation, 6" Square x 29' 6" Black, Split Cover, Spec P-2	\$720.00	\$7,200.00	\$786.00	\$7,860.00
4.1.23	150	EACH	Pole, Luminary Support on 30.5' Direct Bury, Spec P-3	\$325.00	\$48,750.00	\$329.00	\$49,350.00
4.1.24	50	EACH	Pole, Luminary Support 4" Square x 34' Black Direct Bury, Spec P-4	\$350.00	\$17,500.00	\$393.00	\$19,650.00
4.1.25	25	EACH	Pole, Luminary Support on 31' Direct Bury, SRP Arterial, Spec P-5	\$298.00	\$7,450.00	\$356.00	\$8,900.00
4.1.26	25	EACH	Pole, Residential Post Top, 23' 6" Black, Direct Bury, Spec P-6	\$163.00	\$4,075.00	\$212.00	\$5,300.00
4.1.27	20	EACH	Pole, Luminary Support, 38' 6" Black, Direct Bury, Arterial, Spec P-7	\$438.00	\$8,760.00	\$508.00	\$10,160.00
4.1.28	1	EACH	Pole, Luminary Support 30'6" Direct Bury, Spec P-3, Painted Dark Bronze	\$366.00	\$366.00	\$362.00	\$362.00
4.1.29	1	EACH	Pole, Luminary Support 22' on Foundation, Modified for Traffic Signal Base, Spec P-8	\$434.00	\$434.00	\$589.00	\$589.00
4.1.30	1	EACH	Pole, Luminary Support 22' on Foundation, Double Mast Arms for Medians, Spec P-9	\$428.00	\$428.00	\$588.00	\$588.00
4.1.31	1	EACH	Pole, Luminary Support 16'3" on Foundation, G Pole (Modified P-1)	\$401.00	\$401.00	\$571.00	\$571.00
4.1.32	1	EACH	Pole, Luminary Support 30' on Foundation, Spec P-10	\$475.00	\$475.00	\$663.00	\$663.00
4.1.33	1	EACH	Pole, Luminary Support 38'6" Direct Bury, Spec P-11	\$471.00	\$471.00	\$558.00	\$558.00
4.1.34	10	EACH	Steel Pole with Breakaway Base, Luminary Support 27' on Foundation	\$872.00	\$8,720.00	\$416.00	\$4,160.00
4.1.35	2	EACH	Base Cover for Round Pole, square shape. (See Exhibit 5.30)	\$27.00	\$54.00	\$25.00	\$50.00
4.1.36	2	EACH	Base Cover for Round Pole, square shape with rounded edges (See Exhibit 5.31)	\$54.00	\$108.00	\$50.00	\$100.00
4.1.37	15	EACH	Base Cover for P2 Pole, square shape, black color (See Exhibit 5.32)	\$27.00	\$405.00	\$40.00	\$600.00
4.1.38	15	EACH	Base Cover for P1 Pole, round shape (See Exhibit 5.33)	\$27.00	\$405.00	\$37.00	\$555.00
Sub-Total (Item 4.1.1 through 4.1.38)					\$126,804.50		\$135,661.00

NON-STEEL POLES AND ARMS							
4.1.39	10	EACH	Shakespeare or approved equivalent aluminum Mast Arm 4' x 12', Luminary Support	No Bid	No Bid	No Bid	No Bid
4.1.40	10	EACH	Shakespeare or approved equivalent fiberglass Pole Luminary Support 33', Direct Bury	No Bid	No Bid	No Bid	No Bid
4.1.41	2	EACH	Shakespeare hand hole cover for fiberglass post top poles, Part No. 37-75-0038-60 or approved equivalent. Black color; approximate dimensions: 5" vertical, 4.5" diagonal, and 2.5" horizontal. (See Exhibit 5.28)	No Bid	No Bid	No Bid	No Bid

4.1.42	2	EACH	Shakespeare hand hole cover for fiberglass post top poles, or approved equivalent. Approximate dimensions: 5.5" vertical, 4.75" diagonal, and 3" horizontal. (For Grand Avenue fiberglass poles.) (See Exhibit 5.29)	No Bid	No Bid	No Bid	No Bid
Sub-Total (Item 4.1.39 through 4.1.42)				\$0.00		\$0.00	
GRAND TOTAL POLES AND MASTS (Item 4.1.1 through 4.1.42)				\$126,804.50		\$135,661.00	
Award Determination							
Award is recommended to: SOUTHWEST FABRICATION LLC (Items 4.1.1 through 4.1.38)							
SOUTHWEST FABRICATION LLC is determined to be the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.							

Concurrence by Department:

Michael Sills-Traush

Name and Title:

Mike Sills-Traush, Programs Admin. Engineering

Date:

2-12-15



Legislation Description

File #: 15-226, Version: 1

AUTHORIZATION TO ENTER INTO AMENDMENT NUMBER ONE OF AN AGREEMENT WITH HEINFELD, MEECH & CO., P.C. FOR THE PERFORMANCE AUDIT OF THE GO TRANSPORTATION PROGRAM

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into Amendment Number One to an agreement with Heinfeld, Meech & Co., P.C. for a performance audit of the Glendale Onboard (GO) Transportation Program in an amount not to exceed \$211,723.

Background

In 2001, Glendale voters approved Proposition 402, which dedicated a half-cent sales tax for transportation improvements and created the city's GO Transportation Program. Glendale City Code requires the Transportation Sales Tax Program be independently audited every three years for performance, fiscal accountability within the program and consistency with voter actions.

In February 2013, staff began the solicitation process for Request for Proposals (RFP) 13-21 for the GO Transportation Program performance audit for Fiscal Years (FY) 2008-09 through FY 2010-11. Three proposals were received, and an evaluation committee consisting of staff from Transportation, Financial Services, Engineering and a member of the Citizens' Transportation Oversight Commission (CTOC) reviewed and scored the proposals. After interviewing the two top-scoring firms, the evaluation committee selected Heinfeld, Meech & Co., P.C. as the most responsive, responsible proposer.

Analysis

Heinfeld, Meech & Co., P.C. has completed the audit of the GO Transportation Program for FY 2008-09 through FY 2010-11 for \$211,723. Transportation staff is prepared to begin the FY 2011-12 through FY 2013-14 audit. Extending the contract with Heinfeld, Meech & Co., P.C. will provide continuity and efficiency on the FY 2011-12 through FY 2013-14 audit project.

This amendment extends the term of the contract for one year from the date the amendment is signed. This will allow sufficient time for Heinfeld, Meech & Co., P.C. to work with Transportation staff to complete the audit function for FY 2011-12 through FY 2013-14. This will be the fourth performance and financial audit performed by independent external audit consultants, as identified in the City Code (Ordinance 2241).

Previous Related Council Action

On June 11, 2013, Council approved a contract with Heinfeld, Meech & Co., P.C. to conduct the Performance

Audit of the GO Program for FY 2008-09 through FY 2010-11.

On May 12, 2009, Council approved a contract with Heinfeld, Meech & Co., P.C. to conduct the Performance Audit of the GO Program for FY 2005-06 through FY 2007-08.

On October 25, 2005, Council approved a contract with KPMG, LLP to conduct the Performance Audit of the GO Program for FY 2002-03 through 2004-05.

Community Benefit/Public Involvement

This performance audit is required by city ordinance. The audit ensures that the GO Transportation Program is being administered as the voters intended when they approved Proposition 402 in 2001.

Budget and Financial Impacts

The cost of the audit will not exceed \$211,723. Funding of \$50,000 to begin the audit is available in the FY 2014-15 operating budget. In addition, staff submitted a one-time budget request in the proposed FY 2015-16 operating budget.

Cost	Fund-Department-Account
\$211,723	1660-16510-518200, Transportation Program Management

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

AMENDMENT NO. ONE

PERFORMANCE AUDIT OF THE GLENDALE ONBOARD TRANSPORTATION
PROGRAM, AGREEMENT (Contract No.C-8503)

This Amendment to the Performance Audit of the Glendale Onboard Transportation Program Agreement is made this ___ day of _____, 2015 (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Heinfeld, Meech & Co., P.C., an Arizona professional corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Contractor previously entered into an Agreement, Contract No. C-8503, dated June 11, 2013 (“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 herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
2. **Available Information.** Section 1.3 of Exhibit A in its entirety is hereby revised to read as set forth in Exhibit 1A – Amendment No. One, attached hereto.
3. **Work Tasks.** Section 1.5.4-Task Four of Exhibit A in its entirety is hereby revised to read as set forth in Exhibit 1A – Amendment No. One, attached hereto.
4. **Term.** The term of the Agreement is extended for a one year period from the date this amendment is signed by the city, unless otherwise terminated or canceled as provided by the Agreement.
5. **Compensation.** Section 5.0 of Exhibit B in its entirety is hereby revised to read as set forth in Exhibit 1B – Amendment No. One, attached hereto.
6. **Insurance Certificate.** The existing insurance certificate is expiring and a new certificate applying to the extended term is required and must be received by the Contract Specialist within 10 business days of execution of this agreement.

7. **Ratification of Agreement.** City and Contractor hereby agree that, except as expressly provided herein, the provisions of the Agreement are, and shall remain in full force and effect. In the event any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.
8. **Effective Date.** The effective date of this amendment is the date it is signed by the city.

CITY OF GLENDALE,
an Arizona municipal corporation

Richard A Bowers, Acting City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Heinfeld, Meech & Co., P.C.
an Arizona professional corporation
authorized to do business in Arizona



By: Karin Smith
Its: Authorized Representative

EXHIBIT 1A – AMENDMENT NO. ONE

1.3 AVAILABLE INFORMATION

References to the GO Program audit are found in several sources, as follows:

Transportation Election Package (June, 2001) – “This new Transportation Sales Tax Fund will be audited by an independent firm every three years for performance, fiscal accountability and consistency with voter action. The Citizens Transportation Oversight Commission will review these audits and forward them to the City Council.”

Transportation Brochure (September, 2001) – “This new Transportation Sales Tax Fund will be audited by an independent firm every three years for performance and accountability.”

Ordinance Creating CTOC (February, 2002) – “This new Transportation Sales Tax Fund will be audited as part of the City’s independent audit every three years for performance, fiscal accountability within the Program, and consistency with voter actions. The Commission will review these audits and forward them to City Council.”

Although the audit was not identified specifically in the transportation tax ballot (as contained in the Publicity Pamphlet), there is a reference to monitoring projects as follows:

Publicity Pamphlet and Ballot (November, 2001) – “To ensure public input and government accountability, a Citizens Transportation Oversight Commission (CTOC) shall be established. The CTOC shall monitor the transportation fund expenditures to ensure that the voter approved projects in accordance with this measure are completed in a timely and cost effectiveness manner, and may recommend adjustments to projects when warranted to serve the best interests of the public.” Official election information mailed to all voters prior to the November 6, 2001 Special Transportation Election which included official ballot maps of transportation projects.

Specific documents which address the GO Program towards the audit period include:

Comprehensive Annual Financial Report for the Year Ended June 30, 2012
Comprehensive Annual Financial Report for the Year Ended June 30, 2013
Comprehensive Annual Financial Report for the Year Ended June 30, 2014

(Copies of previous CAFR documents are available on the public web site at <http://www.glendaleaz.com/finance/>).

*FY 2012 Annual Report; and FY 2013-2037 Program of Projects
FY 2013 Annual Report; and FY 2014-2038 Program of Projects
FY 2014 Annual Report; and FY 2015-2039 Program of Projects*

Performance Audit 2005
Performance Audit 2010
Performance Audit 2015

1.5.4 Task Four: Summarize City Financial Audits

- Summarize GO transportation elements of previous city comprehensive annual financial reports (FY 2012-2014).
- Summarize basic findings including annual revenues, expenditures, and fund balance.
- How were any comments by external auditors addressed by staff?

EXHIBIT 1B – AMENDMENT NO. ONE

AMENDED COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

This is a procurement of audit services from Heinfeld, Meech & Co., P.C. to perform a triennial audit of the Glendale Onboard Transportation Program. The Contractor has agreed to provide audit services for the not-to-exceed amount of \$211,723 per the scope of work identified under RFP 13-21.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$211,723.

DETAILED PROJECT COMPENSATION

Positions and hourly rates per the Price Sheet listed below.

5.0 PRICE SHEET

The total cost of this project shall be included in the proposal. This shall include but not be limited to: all per diem, travel, airfare, hotels, car rental, meals, duplicating, postage, telephoning, office supplies and hourly rates with the total number of hours required for each staff that will be performing the audit. It is anticipated that the agreement resulting from this solicitation, if awarded, will be a not-to-exceed budget fee form of contract.

Fixed Fee Project Cost
Amount not to Exceed:
\$ 211,723

The proposal must also include an hourly rate that will apply should the City pursue work within the scope of the solicitation that extends beyond the proposed project amount indicated.

Hourly Rate		
Staff Member (see Section 3.6)	Title	Cost of Service (per hours)
Karin M. Smith	Engagement Partner	\$ 203
Christopher A. Goeman	Engagement Manager	\$ 157
Ken McGovern	Senior Associate	\$ 122
Joesph Wagner	Senior Associate	\$ 122
Matthew Miller	Staff Associate	\$ 95
Aaron Vix	Staff Associate	\$ 95
Katlin Bryant	Staff Associate	\$ 95
Sub-Consultants:		
Michael J. deCastro	Principal	\$ 250
Scott P. Bryant	Senior Consultant	\$ 200
Larry Aldrich	Senior Audit Manager	\$ 175

Company Name Heinfeld, Meech & Co., P.C.



Legislation Description

File #: 15-251, Version: 1

AUTHORIZATION TO ENTER INTO AN AMENDMENT TO THE GLENDALE WESTGATE LODGING INVESTORS II, LLC GROUND LEASE AGREEMENT

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into an amendment to a ground lease agreement with Glendale Westgate Lodging Investors II, LLC (GWLI) for the lease of property located directly east of the Hampton Inn & Suites Phoenix Glendale-Westgate in order to meet the city's contractual obligations.

Background

The city is required to provide parking spaces at Westgate City Center through its agreements with the Arizona Sports and Tourism Authority (AZSTA) and the Arizona Cardinals. Until full build-out of this Planned Area Development, it has always been the understanding of the parties involved that the city's parking allocation may be relocated as necessary to accommodate construction while maintaining the minimum number of parking spaces required.

Since June 2012, the city has been leasing 516 parking spaces on six acres of property from GWLI to help fulfill the city's parking requirements as it relates to the stadium uses. GWLI intends to develop a portion of the property currently used for parking by the city, leaving approximately 257 spaces available for lease under the same conditions included in the June 2012 agreement. However, should timing for the development be delayed, GWLI agrees to continue to allow the city to use the entire six-acre property for parking under the same terms of the agreement.

Analysis

As a condition of using the property, the city is required to pay rent in an amount equal to the proportional amount of the property tax assessment for the useable space paid by GWLI each tax period from the effective date until either the expiration of the lease or termination of the lease. The property tax valuation is currently estimated at \$35,000. This fee allows for the city to have access to the property for up to 15 events per year. Currently, this rate translates to approximately \$4.50 per space per event, and is lower than other options that have been used on an individual event basis.

Continued use of this property is necessary to meet the parking obligations required of the city. Additionally, this parking location is included in the city's current traffic management plan for large stadium events and its use will allow for seamless implementation of traffic control and guidance for guests for the 2015 football season.

Previous Related Council Action

On June 12, 2012, City Council approved a ground lease agreement with GWLI for the use of approximately six acres of property with 516 improved parking spaces to be used for parking at up to 15 events.

On September 28, 2004, Council adopted a resolution authorizing the entering into of a Memorandum of Agreement with the Arizona Cardinals and the AZSTA for a multiuse stadium and related improvements.

On May 27, 2003, Council authorized the approval of the Parking License and Agreement with Covenants, Conditions and Restrictions with the AZSTA and the Arizona Cardinals. That agreement was amended on August 15, 2005.

Budget and Financial Impacts

Based on the previous agreement, the rent is estimated at \$4.50 per space per event, or a total of approximately \$35,000 for the entire six acres (516 spaces). The amount may be reduced proportionally if fewer spaces are leased. The associated cost for rent is an estimate subject to change as it is based on the rate equal to the full amount of the property tax assessment paid by GWLI each tax period, and depends on the amount of land available for lease. Pending Council approval, funding is available in the Fiscal Year 2015-16 operating budget.

Cost	Fund-Department-Account
\$35,000	1000-13462-518200, Stadium - Transportation Ops

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

**FIRST AMENDMENT TO
GROUND LEASE**

THIS FIRST AMENDMENT ("Amendment") is made and entered into this ____ day of _____, 2015, to be effective as of _____, 2015, by and between the City of Glendale, an Arizona municipal corporation (the "City"), and Glendale Westgate Lodging Investors II, LLC, a Wisconsin limited liability company that is authorized to do business in Arizona ("GWLI"), to amend a Ground Lease (Contract No. C-8088) dated June 12, 2012 between the City and GWLI (the "Lease").

RECITALS:

WHEREAS, pursuant to the Lease, GWLI leases to the City the approximately six acres of undeveloped land located in Maricopa County, Arizona, as more fully described in the Lease (the "Premises"), which the City has improved and uses for parking purposes; and

WHEREAS, pursuant to the terms of the Lease, GWLI delivered to the City a notice of termination by letter dated December 1, 2014, stating that GWLI is contemplating development of a portion of the Premises, depicted as Lot 12A on Exhibit A-2-Amend ("Developed Lot") attached to and incorporated herein, and may elect to terminate the Lease in mid-2015, at a date to be mutually agreed upon by City and GWLI ("Notice"); and

WHEREAS, despite the Notice, the City and GWLI desire for the Lease to continue until development, if any, occurs; and

WHEREAS, if development occurs, the City and GWLI desire that the City continue to lease Lot 12B, depicted on Exhibit A-2-Amend ("Undeveloped Lot") and for GWLI's right to terminate the Lease as to Lot 12A to be extended; and

WHEREAS, City and GWLI desire to amend the terms of the Lease, as set forth herein.

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

- A. No Termination Until Development Occurs. Notwithstanding the Notice, the Lease will continue pursuant to its terms, except as amended in Paragraphs E, F and G herein, unless GWLI delivers written notice to the City that development will occur on the Premises ("Development Notice"). Development Notice shall specify the date on which Lot 12A will not be available for the City's parking use ("Development Date") and shall be delivered to the City at least 90 days prior to the Development Date.
- B. Use of Developed Lot. Notwithstanding any Development Notice, the City may continue to use the Developed Lot up to the Development Date. In the event the City does not surrender the Developed Lot to GWLI on or before the Development Date, or such later date mutually agreed to by the Parties, in the condition required by the Lease, the City will reimburse GWLI its actual expense to remove improvements constructed by the City on the Developed Lot, except those that the parties agree are not required to be removed.

- C. Lease of the Undeveloped Lot. Notwithstanding any Development Notice, GWLI may not terminate the Lease as to the portion of the Premises designated as the Undeveloped Lot until after March 1, 2016 (with notice being due by December 1, 2015). Thereafter, the termination provisions of Section 2.2 of the Lease apply with respect to the Undeveloped Lot.
- D. Notice and Amended Terms. In the event GWLI provides a Development Notice, City's use of the Undeveloped Lot will continue pursuant to the terms of the Lease, except as amended as follows. These amendments will be effective on the Development Date or the date the City surrenders the Developed Lot to GWLI pursuant to Paragraph 13.4 of the Lease, whichever is earlier:
1. Premises. The definition of Premises will be amended to include only Undeveloped Lot, depicted as Lot 12B on Exhibit A-2-Amend attached hereto, comprising approximately 257 parking stalls. Exhibit A-1 to the Lease will be amended to add "A portion of" prior to the existing legal description of the Premises.
 2. Rent. Monthly rent will be the proportional share of property taxes paid or payable by GWLI with respect to the Undeveloped Lot. Until such time as the area depicted as the Undeveloped Lot is taxed as a separate tax parcel, such proportional property taxes will be calculated by multiplying the total real property tax bill for the tax parcel of which the Undeveloped Lot is a part by the fraction in which the numerator is the number of parking spaces on the Undeveloped Lot (approximately 257 spaces) and the denominator is 516 spaces, rounded to the nearest hundredth, divided by 12. Rent for any partial period shall be pro-rated.
 3. Section 3.2. GWLI and City acknowledge and agree that Section 3.2 of the Lease regarding additional rent for use exceeding 15 days is amended to replace "\$3,000" with "\$1,500."
 4. Section 4.2. The definition of "Adjacent Hotel" will be amended to include a hotel to be developed on Lot 12A.
- E. Exhibit A-2. Exhibit A-2 to the Lease is hereby replaced in its entirety by Exhibit A-2-Amend, attached hereto.
- F. Section 2.2.c. GWLI and the City acknowledge and agree that Section 2.2.c of this Lease is hereby deleted and is of no further force and effect.
- G. Section 4.5.
- a. 4.5(a). The Mortgage defined in Section 4.5(a) is hereby amended to read as follows: "Deed of Trust and Fixture Filing dated January 28, 2014 and recorded in the Office of the County Recorder of Maricopa County, Arizona as Document Number 20140069147, in favor of BMO Harris Bank N.A."
 - b. Ground Lease Terminated. GWLI and the City acknowledge and agree that the Ground Lease defined in Section 4.5(b) of the Lease terminated effective January 28, 2014, and as of the date hereof GWLI owns fee simple title to the Premises. References in the Lease to the Ground Lease are deleted. As of the date hereof, GWLI owns a fee title interest in the Premises rather than a leasehold interest.

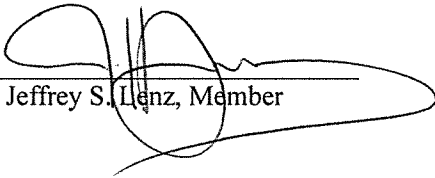
H. Capitalized Terms and Other Terms and Conditions. All capitalized terms used herein shall have the meaning set forth in the Lease, unless expressly given a different meaning herein. All of the terms and conditions of the Lease not expressly or by necessary implication modified herein shall have the meaning and definition as set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment effective the day and year first above written.

GWLI:


GLENDALE WESTGATE LODGING
INVESTORS II, LLC, a Wisconsin limited
Liability company

By: JSL Investments, LLC, Managing
Member

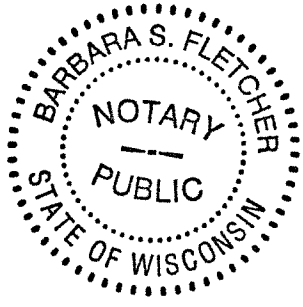
By: 
Jeffrey S. Lenz, Member

State of Wisconsin)
) ss
County of Dane)

The foregoing instrument was acknowledged before me this 6th day of April, 2015 by Jeffrey S. Lenz, the sole Member of JSL Investments, LLC, a Managing Member of Glendale Westgate Lodging Investors II, LLC, a Wisconsin limited liability company, on behalf of the company.


Notary Public

My Commission Expires:
2/26/2017



CITY:

CITY OF GLENDALE,
an Arizona municipal corporation

Richard A. Bowers
Acting City Manager

ATTEST:

Pamela Hanna, (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Consent of Lender of Record

The undersigned, the Lender and holder of the Mortgage identified herein, acknowledges, consents to and approves the foregoing First Amendment to Ground Lease, and the provisions thereof:

BMO HARRIS BANK, N.A.

By: Sarah O'Hara

Name: Sarah O'Hara

Title: Vice President

State of Wisconsin)
) ss
County of Dane)

The foregoing instrument was acknowledged before me this 7th day of APRIL, 2015 by SARAH O'HARA, its V-P of BMO Harris Bank N.A. on behalf of the company.

Dena M Drennan
Notary Public

My Commission Expires:
1-22-17

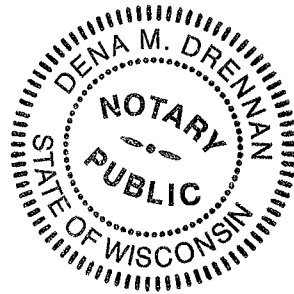
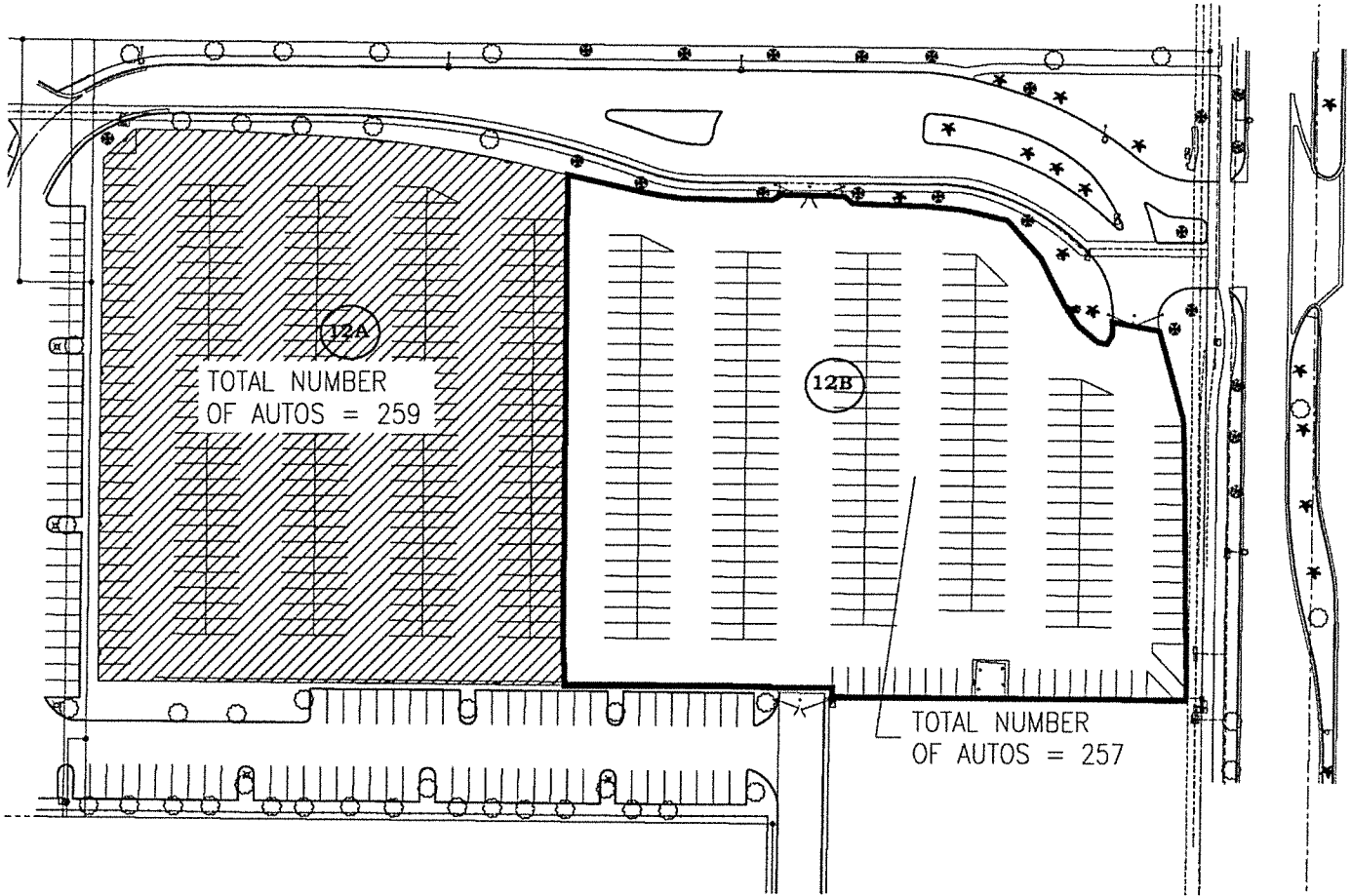


EXHIBIT A-2-AMEND
Depiction of Premises





Legislation Description

File #: 15-092, **Version:** 1

AUTHORIZATION TO AMEND CONTRACT C-8820 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 Contract Amendment No. 1 (C-8820-1) with Insight Public Sector Inc., and to approve expenditure authority in the amount of \$203,000 for the remainder of FY 14-15, and \$340,000 per year for the remaining two years of the agreement for a total contract amount of \$883,000.

On 02/25/2014, Council approved the Linking Agreement with Insight (C-8820) and expenditure authority of \$137,000 for replacing City infrastructure. An additional \$203,000 is being requested (\$340,000 total for this FY) to purchase software, annual support and maintenance for infrastructure software and equipment, technical support, and hardware purchases. The approval of this amendment will extend the Insight agreement from 06/30/2015 to 07/01/2017.

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 fiscal year 93% of existing network equipment, with an original cost of \$790,000, is past due for replacement. This is due to the reduced replacement fund budget from 2007 thru 2013. Network equipment represents the technology equivalent of a nervous system as it communicates all data and information throughout the City. Components in this category include firewalls, routers and network switches.

C-8820 is a contract that deals specifically with CISCO networking hardware and services. The City's network infrastructure is predominantly CISCO, therefore this contract is used to obtain networking products essential to support City operations.

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

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.

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 to this vendor throughout the fiscal year which individually or collectively would have exceeded the \$50,000 threshold. If approved, the annual expenditure amount with Insight Public Sector for this contract will be consolidated under this council request and will not 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.

Previous Related Council Action

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

This item was tabled at the 01/27/2015 Voting meeting and moved to the 03/03/2015 Workshop.

This item was tabled at the 03/03/2015 Council Workshop meeting.

This item was tabled at the 03/24/2015 Voting Meeting and reviewed at the 04/07/2015 Workshop.

Community Benefit/Public Involvement

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

Budget and Financial Impacts

The additional \$203,000 of expenditure authority requested in this communication increases the total expenditure authority amount for FY14-15 to \$340,000. This amount is budgeted in the TF (Technology Fund). The amount budgeted in the TF for future fiscal years will fluctuate based on organizational needs and replacement schedules, but will not exceed \$340,000 per year.

Cost	Fund-Department-Account
\$203,000.00	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 ___ day of _____, 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 until July 1, 2017, 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 Eight Hundred Eighty Three Thousand Dollars and Zero Cents (\$883,000).
- 3. **Capitalized Terms.** Unless defined in this Amendment, all capitalized terms have the same meaning as given in the Agreement.

4. **Other Provisions Unmodified.** Except as provided in this Amendment, all other terms and conditions of the Insight Contract and Agreement are unmodified.

CITY OF GLENDALE, an Arizona
municipal corporation

Richard A. Bowers
Acting 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: David Cristal
Title: VP - GM

**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.

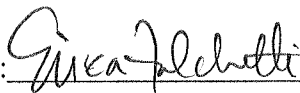
“City”

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

This solution must be purchased in its entirety to remain valid.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

Subject to IPS Terms & Conditions online unless purchase is being made pursuant to a separate written agreement in which case the terms and conditions of the separate written agreement shall govern.

<https://www.ips.insight.com/us/en/terms-conditions/terms-of-sale-products.html>



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	Creation Date
215122092	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

This solution must be purchased in its entirety to remain valid.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options. Subject to IPS Terms & Conditions online unless purchase is being made pursuant to a separate written agreement in which case the terms and conditions of the separate written agreement shall govern.
<https://www.ips.insight.com/us/en/terms-conditions/terms-of-sale-products.html>



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	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

This solution must be purchased in its entirety to remain valid.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

Subject to IPS Terms & Conditions online unless purchase is being made pursuant to a separate written agreement in which case the terms and conditions of the separate written agreement shall govern.

<https://www.ips.insight.com/us/en/terms-conditions/terms-of-sale-products.html>



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 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

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



Quotation Number/ Creation Date

215135405 / 07-NOV-2013

800-467-4448 Ex 5190

jbriggs@insight.com

Fax: 480-760-8513

This solution must be purchased in its entirety to remain valid.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

Subject to IPS Terms & Conditions online unless purchase is being made pursuant to a separate written agreement in which case the terms and conditions of the separate written agreement shall govern.

<https://www.ips.insight.com/us/en/terms-conditions/terms-of-sale-products.html>



Request for Proposal

SOLICITATION NO.: ADSPO12-00001223

PAGE
1

TITLE: Network Equipment and Services

OF
38

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

Notice of Request for Proposal

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the materials or services specified, will be received by the State Procurement Office **online** through the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>) at the date and time posted in ProcureAZ. Proposals received by the correct time and date will be opened and the name of each offeror will be publically available. **Proposals must be in the actual possession of the State on or prior to the time and date and at the location indicated in the Notice. Late proposals will not be considered.**

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

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.



Request for Proposal

SOLICITATION NO.: ADSPO12-00001223

PAGE
2

TITLE: Network Equipment and Services

OF
38

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

Table of Contents

OFFER AND ACCEPTANCE FORM.....	3
SCOPE OF WORK	4
SPECIAL INSTRUCTIONS TO OFFERORS.....	9
UNIFORM INSTRUCTIONS TO OFFERORS.....	12
SPECIAL TERMS AND CONDITIONS.....	17
UNIFORM TERMS AND CONDITIONS.....	26
ATTACHMENT ONE (1).....	34



Offer and Acceptance

SOLICITATION NO.: ADSP012-00001223

PAGE
3

OFFFEROR:

OF
38

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

OFFER

TO THE STATE OF ARIZONA:

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

Arizona Transaction (Sales) Privilege Tax License No.:

Federal Employer Identification No.:

Email: _____

Phone: _____

Fax: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip

Title

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

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

This Contract shall henceforth be referred to as Contract No.


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

State of Arizona
Awarded this

day of

20

Procurement Officer

	Scope of Work		State of Arizona State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007
	SOLICITATION NO.: ADSP012-00001223	PAGE 4	
	TITLE: Network Equipment and Services	OF 38	

A. Purpose

The State of Arizona, its agencies, boards and commissions (State) as well as participating members of the State Purchasing Cooperative (Cooperative), have an ongoing requirement for various Products and Services as described herein. The purpose of the Solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (ARS) 41-2501 et seq., to create a contract or contracts from which the State and its Cooperative members may acquire these Products and Services.

B. Background

Previously, the State had multiple contracts for multiple products that serviced the State of Arizona. Commonly known as local and wide area network equipment, internet firewall and URL filtering software, small telephone systems and certain unlicensed fixed wireless systems and related services. Each of these Contracts established a minimum set of product-specific, standards-based technology requirements and specifications for manufacturer's equipment to be included under a Contract award.

C. Objectives

Products and Services

The State desires to establish a Contract set for Data, Voice, and Multimedia Network-based, Network-embedded Products and Services to include all converged and traditional-separate voice, data, and video network products and services. Equipment shall be primarily designed, and defined by applicable industry standards, for transporting/receiving data (data, voice, and multimedia) between connection points, destinations or endpoints, rather than product-specific technology requirements, allowing for flexibility to accommodate open-standards-based products, new technologies, and next generation networks.

The objective of this RFP is to contract with network equipment and security related equipment Contractors to provide a full range of equipment, maintenance, training and services.

D. Technology

The State of Arizona is very aware of the changing networking/telecommunications industry, the evolution and improvement of network-based, network-embedded products and services, the expanding importance of networks and connectivity relative to the effective and efficient delivery of government services, and the State's goal of convergence. The State has adopted industry-wide, open standards and best practices where possible as well as moving towards Internet Protocol (IP) standards, services, and convergence. These standards have been incorporated into Statewide Policies, Standards and technology roadmaps.

E. Scope of Products and Services:

The Scope for Data, Voice, and Multimedia Network-based, Network-embedded Products and Services under this Contract includes all converged and traditional-separate voice, data, and video network products and services primarily designed, and defined by applicable industry standards, for transporting/receiving data (data, voice, and multimedia) between connection points, destinations or endpoints.

This scope does not include the single purchase of products and services primarily designed to store or process (compute) data, such as midrange or mainframe computer systems, or consumer electronic hardware, component parts and accessories.

1. The Data, Voice, and Multimedia Network-based, Network-embedded Products and Services under this Contract include:



Scope of Work

SOLICITATION NO.: ADSP012-00001223

PAGE
5

TITLE: Network Equipment and Services

OF
38

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

- 1.1 The products and or services, including all labor, materials, transportation, equipment and other activities for, and reasonably incidental to the installation, integration, and implementation, including engineering analysis, design and configuration, of the manufacturer's product or service;
 - 1.2 The software and/or hardware maintenance and support of the manufacturer's product or service; and
 - 1.3 Ancillary services in conjunction with the implementation, or installation of a manufacturer's product.
2. The following Data, Voice, and Multimedia Network-based, Network-embedded Products and Services, are specifically included in this Contract are:
- 2.1 Networking products and services, such as routers, gateways, switches, modems, CSU/DSU, access devices, network servers, concentrators, network-embedded security solutions, caching and content management devices;
 - 2.2 Network firewalls, filtering software, and security solutions;
 - 2.3 Network Management Products such as management, monitoring, testing, analyzing, and traffic-simulating equipment;
 - 2.4 Wireless Products such as IEEE 802.11x (Wireless Local Area Network (WLAN)), IEEE 802.15 (Wireless Personal Area Network (WPAN)), IEEE 802.16 (Wireless Metropolitan Area Network (WMAN)), and Fixed Wireless Equipment and related services, such as access points, transfer points, and controllers;
 - 2.5 Video and Audio conferencing equipment, other than audio and visual presentation and composing equipment including consumer electronics, designed to transmit multimedia data;
 - 2.6 Telephony products and services, such as IP Telephony systems, PBX and key systems, voice mail unified messaging systems, teleconferencing, call management systems including Automatic Call Distribution (ACD), Interactive Voice Response (IVR), Computer Telephony Integration (CTI), accounting, and the associated end-user telephone devices, **other than** two-way radios;
 - 2.7 Telephony management, monitoring, testing, analyzing, and traffic-simulating equipment; and
 - 2.8 Services used in conjunction with the design and analysis, configuration, implementation, installation, training, maintenance, and support of Data, Voice, and Multimedia Network-based, Network-embedded products and services.
3. The following items specifically are not included in this Contract:
- 3.1 Building Wiring Systems (BWS) and structured cabling systems;
 - 3.2 Microcomputer Hardware, PC Software and Related Services including desktop PC-based firewall and virtual private network (VPN) client-only products and services;
 - 3.3 Fixed Wireless Systems and Related Services such as point-to-point and multi-point radios, cabling, antennas, towers, power, frequency coordination, licensing, designed to receive/transmit data;
 - 3.4 General purpose UNIX Workstations & Servers;
 - 3.5 Disaster Recovery Services;



Scope of Work

SOLICITATION NO.: ADSPO12-00001223

PAGE
6

TITLE: Network Equipment and Services

OF
38

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

- 3.6 Value-Added-Software not specifically designed to support and secure the transport of data (as defined above);
- way 3.7 Radio related Products and Services, including Public Safety Communication Equipment, 2-radios, 900MHz Digital Microwave Radio Systems, and Digital Microwave Radio Equipment;
- 3.8 Disk Data Storage Hardware, including Network Attached Storage and Storage Area Network;
- 3.9 General Information Technology Research & Advisory Service and IT Consultant Services;
- 3.10 Video and Audio Products, such as audio and visual presentation and composing equipment, cameras, monitors, VCRs and consumer electronics; and
- 3.11 Carrier Services, both regulated and unregulated.

F. Product/Service Percent of List Price

The Contractor shall make available a complete family or product line at a “single percentage-of-list-price.” The Contractor shall also make available a similar “single percentage-of-list-price” for maintenance within a complete family or product line. The Contractor may offer promotional or volume discounts at any time during the Contract such that the price is at or below the percent of list price within the Contract.

G. Technical Support

The Contractor shall provide and maintain a toll-free technical support telephone line, website or other communication mechanisms. The support shall be accessible to all Customers who wish to obtain competent technical assistance regarding the operation of Products supplied by the Contractor.

If requested by the Customer, the Contractor shall also provide on-site installation and troubleshooting and assistance services. These services shall be in addition to the maintenance and support mechanism referenced in Item H. The Contractor shall provide these services as an hourly expense, or if available as a value added component of any maintenance and support program (Item H), costs shall be incorporated into that Program’s expense.

H. Maintenance

The Contractor shall offer a maintenance program for those Customers who choose or require these services. Maintenance programs shall be comprehensive enough to provide service to any Customer within the State of Arizona.

I. Service Pricing

Any services shall include coverage to all geographic regions within the State of Arizona. Service areas are divided into two sections, urban and rural, illustrated in “Illustration I: Service Area Map”. The Contractor may establish a single price for Rural areas and a single price for Urban areas. All cities specified as Rural shall consider the entire city as Rural regardless if any portion of the city is beyond the specified radius. The four urban areas are;

- 1. Flagstaff with a 20 mile radius from City Center,
- 2. Yuma with a 20 mile radius from City Center,
- 3. Tucson with a 25 mile radius from City Center, and
- 4. Phoenix with a 30 mile radius from City Center that includes the following outlying Cities;
 - 4.1 Avondale,



Scope of Work

SOLICITATION NO.: ADSP012-00001223

PAGE
7

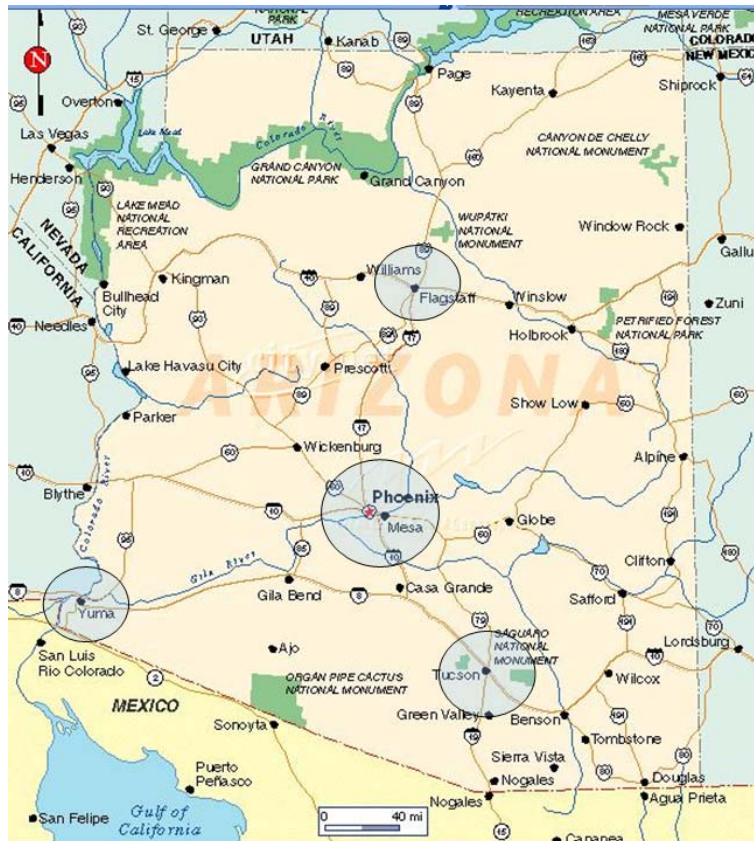
TITLE: Network Equipment and Services

OF
38

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

- 4.2 Chandler,
- 4.3 El Mirage,
- 4.4 Glendale,
- 4.5 Goodyear,
- 4.6 Litchfield Park,
- 4.7 Mesa,
- 4.8 Peoria,
- 4.9 Scottsdale,
- 4.10 Tempe, and
- 4.11 Tolleson

Illustration I: Service Area Map (next page)



<http://www.seds.org/~spider/spider/az/arizona.jpg>

J. E-Rate Compliant



Scope of Work

SOLICITATION NO.: ADSPO12-00001223

PAGE
8

TITLE: Network Equipment and Services

OF
38

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

All Contractors must commit to participation in the Federal Communication Commission's E-rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. Participation in, and implementation of, this program must be provided without the addition of any service or administration fee by the Contractor.

K. Online Catalog and Electronic Ordering System (Punch-Out)

Within six (6) months of award, the Contractor shall make available an online catalog to allow Authorized Purchasers to make equipment purchases 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 the online ordering catalog that is created for use by the State under this Contract shall include, but shall not be limited to the following:

1. Access by standard web browsers;
2. Product information such as unit of measure, item status, price description and photos;
3. Item status inquiry functionality that provides stock availability;
4. Order tracking;
5. Help functionality;
6. Reflect current catalog and or price list and contract pricing;
7. Restricted to only those items that may be purchased under this Contract by being identified as core items or are within the general product categories established by this Contract; and
8. Shall not include any items that are specifically excluded from this Contract.

In the interim, the Contractor shall provide an electronic version of all contracted catalog/price lists for posting in ProcureAZ. The versions shall be in either; PDF, Excel, CSV or other agreed to formats.

	Special Instructions		State of Arizona State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007
	SOLICITATION NO.: ADSP012-00001223	PAGE 9	
	TITLE: Network Equipment and Services	OF 38	

1. PRE-OFFER CONFERENCE:

A Pre-Offer Conference will be held at the time and place indicated in the solicitation's 'Pre-Bid Conference' field as found within the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>); attendance is not required. 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.


Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, or this document in an alternative format, by contacting the State Procurement Office. Requests should be made as early as possible to allow sufficient time to arrange for accommodation.

2. INQUIRIES:

Any question related to this Request For Proposal shall be directed to Terri Johnson at terri.johnson@azdoa.gov. The Offeror shall not contact or ask questions of the Department for which the requirement is being procured. Questions should be submitted in writing when time permits. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number.

3. PREPARATION OF PROPOSAL:

- a. **ELECTRONIC DOCUMENTS:** This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the State shall take precedence. As provided in the Uniform Instructions to Offerors, Offerors are responsible for clearly identifying any and all changes or modifications to any solicitations document upon submission to the State.
- b. **ATTACHMENT FORMATS:** All attachments shall be submitted in a format acceptable to the State. Acceptable formats include .doc (Microsoft Word document), .xls (Microsoft Excel spreadsheet), and .pdf (Adobe Acrobat portable document format). Prospective offerors that wish to submit attachments in other formats shall submit an inquiry to the Procurement Officer.
- c. **CONFIDENTIAL INFORMATION:** If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The State, pursuant to A.C.R.R. R2-7-104, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in §41-2611 through §41-2616.
- d. **CONTRACT PAYMENT TERMS:** Offerors must indicate the prompt payment terms that they will offer to the State (for example: 2/10 Net 30; 2/15 Net 30, etc.) At a minimum, offeror's payment terms shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days.
- e. **SUBCONTRACTORS:** Supplemental to the Subcontractor provision in the Uniform Instructions, Offerors shall include with their list of proposed subcontractors, their contact information, certifications required for the performance of the Contract, as well as, the Subcontractor's proposed responsibilities under the Offeror's proposal.

	Special Instructions		State of Arizona State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007
	SOLICITATION NO.: ADSP012-00001223	PAGE 10	
	TITLE: Network Equipment and Services	OF 38	

4. SUBMISSION OF PROPOSAL:

- a. OFFER SUBMISSION, DUE DATE AND TIME: With regards to Uniform Instructions, Section D "Submission of Offer", Item 1 "Sealed Envelope or Package"; offers in response to this solicitation shall be submitted within the State's e-Procurement system, **ProcureAZ (<https://procure.az.gov>)**. 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 on or 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).
- b. RESPONSIBILITY, RESPONSIVENESS AND ACCEPTABILITY: In accordance with A.R.S. 41-2534(G), A.A.C. R2-7-330 and R2-7-354, 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.
- c. 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.
- d. PROPOSAL CONTENT: The Offeror must make a firm commitment to provide services as required and proposed. The material contained in your proposal should be relevant to the service requirements stated in the solicitation and submitted in a sequence that reflects the scope of work portion of this document and information relevant to the designated evaluation criteria as stated herein. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal.

5. EVALUATION: 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.

- a. Method of Approach (Methodology);
- b. Capacity of Offeror;
- c. Cost; and
- d. Compliance to Terms, Conditions and Instructions.

6. 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.

7. 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 change its proposal.



Special Instructions

SOLICITATION NO.: ADSPO12-00001223


PAGE
11

TITLE: Network Equipment and Services

OF
38

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

8. **DISCUSSIONS:** In accordance with A.R.S. 41-2534, after the initial receipt of proposals, the State may conduct discussions with those offerors who submit proposals determined by the State to be reasonably susceptible of being selected for award.
9. **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.
10. **CONTRACT AWARD:** The State intends to award a firm-fixed price contract or contracts, unless otherwise indicated, resulting from this solicitation to the responsible Offeror(s) whose proposal represents the best value after evaluation in accordance with the factors and sub-factors identified in the solicitation. The State may reject any or all proposals if such action is in the State's best interest. The State may waive informalities and minor irregularities on proposals received. The Offeror's initial proposal should contain the Offeror's best terms from a price or cost and technical standpoint. The State reserves the right to conduct discussions (negotiations) if the procurement officer determines them to be necessary. If the procurement officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the procurement officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. The State reserves the right to make an award on any item for any quantity less than the quantity offered, at unit costs or prices offered, unless the Offeror specifies otherwise in the proposal. The State reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the State's best interest to do so. Any exchanges with Offerors after receipt of a proposal do not constitute a rejection of counteroffer by the State.
11. **PUBLIC RECORD:** All Proposals submitted in response to this Request For Proposal shall become the property of the State and shall become a matter of Public Record available for review, subsequent to the award notification, as provided for by the Arizona Procurement Code.

	Uniform Instructions		State of Arizona State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007
	SOLICITATION NO.: ADSP012-00001223	PAGE 12	
	TITLE: Network Equipment and Services	OF 38	

UNIFORM INSTRUCTIONS TO OFFERORS

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

1. *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
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.
3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. *"Contractor"* means any person who has a Contract with the State.
5. *"Days"* means calendar days unless otherwise specified.
6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. *"Offer"* means bid, proposal or quotation.
8. *"Offeror"* means a vendor who responds to a Solicitation.
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.
10. *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
11. *"Solicitation Amendment"* means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
12. *"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.
13. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

B. Inquiries

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. 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.
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



Uniform Instructions

SOLICITATION NO.: ADSPO12-00001223

PAGE
13

TITLE: Network Equipment and Services

OF
38

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

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.

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.
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.
6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
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.
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.

C. Offer Preparation

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.
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. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
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.
 - i. 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.
 - ii. 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.



Uniform Instructions

SOLICITATION NO.: ADSP012-00001223

PAGE
14

TITLE: Network Equipment and Services

OF
38

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

5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
6. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
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 copy of a Solicitation Amendment may result in rejection of the Offer.
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.
9. Provision of Tax Identification Numbers. 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.
- 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 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.
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 included in the pricing offered in the solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
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.
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:
 - 12.1 Special Terms and Conditions;
 - 12.2 Uniform Terms and Conditions;
 - 12.3 Statement or Scope of Work;
 - 12.4 Specifications;
 - 12.5 Attachments;
 - 12.6 Exhibits;
 - 12.7 Special Instructions to Offerors;
 - 12.8 Uniform Instructions to Offerors.
 - 12.9 Other documents referenced or included in the Solicitation.
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).
14. 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



Uniform Instructions

SOLICITATION NO.: ADSPO12-00001223

PAGE
15

TITLE: Network Equipment and Services

OF
38

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

the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers or 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.

15. 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 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.

D. Submission of Offer

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.
2. 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.
3. 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. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
 - i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - ii. 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 all applicable Federal, state and local laws and executive orders regarding employment.

E. Evaluation

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.
2. 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 purposes of evaluating that price.
3. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.



Uniform Instructions

SOLICITATION NO.: ADSP012-00001223

PAGE
16

TITLE: Network Equipment and Services

OF
38

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

4. Disqualification. A 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. 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.
- 5.6 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 - 5.6.1 Waive any minor informality;
 - 5.6.2 Reject any and all Offers or portions thereof; or
 - 5.6.3 Cancel the Solicitation.

F. Award

1. Number or 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.
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.
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.

G. Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. 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:

- 1.1 The name, address and telephone number of the protester;
- 1.2 The signature of the protester or its representative;
- 1.3 Identification of the purchasing agency and the Solicitation or Contract number;
- 1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 1.5 The form of relief requested.

H. 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.



Uniform Instructions

SOLICITATION NO.: ADSP012-00001223

PAGE
17

TITLE: Network Equipment and Services

OF
38

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



Special Terms and Conditions

SOLICITATION NO.: ADSPO12-00001223

PAGE
18

TITLE: Network Equipment and Services

OF
38

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

A. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona intends to establish a Contract for the materials or services as listed herein in service to the State.

B. Term of Contract

The term of any resultant Contract shall commence on date of award and shall continue for a period until July 1, 2012, thereafter, unless terminated, canceled or extended as otherwise provided herein.

C. Contract Extensions 5 Year Maximum

The Contract term is for the stated period subject to additional successive periods of twelve (12) months, or any portions thereof, per extension with a maximum aggregate including all extensions not to exceed five (5) years.

D. Contract Type

- | | |
|-------------------------------------|--------------------|
| <input checked="" type="checkbox"/> | Fixed Price |
| <input type="checkbox"/> | Cost Reimbursement |

E. Eligible Agencies (Statewide)

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.

F.Licenses

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

G. Volume of Work

The State does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.

H. Key Personnel

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions if required.

1. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.
2. Key personnel who are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.



Special Terms and Conditions

SOLICITATION NO.: ADSPO12-00001223

PAGE
19

TITLE: Network Equipment and Services

OF
38

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

I. Price Adjustment

Contractor prices accepted and subsequently awarded by a Contract shall remain in effect for a minimum of one (1) year. The Contractor may request a price adjustment, but the State will not review or approve an increase until the Contract has been in effect for one (1) year. The State will review any requested rate increase to determine whether such request is reasonable in relation to increased supplier or material costs. Contractor shall provide written justification for any price adjustment requested, including information contained in the Consumer Price Index or similar official cost analysis to support any requested price increase. Any price increase adjustment, if approved, will be effective upon execution of a written Contract amendment. Likewise, the Contractor shall offer the State a price adjustment reduction concurrent with reduced costs from their suppliers. Price reductions will become effective upon execution of a Contract amendment.

J. Price Reduction

Price reductions may be submitted to the state for consideration at any time during the Contract period. The Contractor shall offer the State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. The State at its own discretion may accept a price reduction. The Contractor shall request, in writing, a price reduction. The Contractor shall request, in writing, a price reduction and provide the following:

1. A formal announcement from the manufacturer that the cost of the contract product has been reduced.
2. Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the state, the actual cost reduction.
3. Documentation showing that the published cost reductions have been offered to other distributors.

K. Payment Procedures

The State will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.

The Contractor shall review and insure that the invoices for services provided show the correct Contractor name prior to sending them for payment.

If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. The State must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

L. Non-Exclusive Contract

Any Contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

M. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.



Special Terms and Conditions

SOLICITATION NO.: ADSPO12-00001223

PAGE
20

TITLE: Network Equipment and Services

OF
38

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

N. Employees of the Contractor

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

O. Order Process

The award of a Contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under Contract with the State is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

P. Product Returns

Any Agency utilizing any resulting Contract may return any or all unused product(s), in the original container or package, to the Contractor for exchange, refund or credit at the current Contract price within thirty (30) days of initial delivery during the term of this Contract with no restocking fee. Proof of purchase will be attempted but shall not be required. A credit may be issued only if there is an existing sale pending. Credit to any Agency account will not be accepted after Contract expiration. Special order items may be returned with a restocking fee.

Q. Shipping Charges

All product shall be shipped FOB Destination and the Contractor shall retain title and control of all goods until they are delivered. Any shipping costs shall be quoted and billed as a separate line item and shall not be bundled in the product unit costs. Quotes shall show shipping costs as an estimate, if exact costs are not known at time of quotation. The State reserves the right to utilize other shipping carriers if the estimated costs for shipping are deemed to be excessive.

R. Secure Location Deliveries

The Contractor will be responsible for contacting the secure location (such as Arizona Department of Corrections) for security clearance, hours of operation, dress code, and other related rules when scheduling a delivery or service call. Lack of familiarity with the locations or policies will not relieve a Contractor of their responsibilities in fulfillment of the delivery, installation, maintenance/service agreement, and contract requirements.

S. Current Production

All materials bid must be in current production and parts must be available for a minimum of three (3) years from bid date.

T. Product Revision Requests

Contractors must submit updated price list(s) upon publication, or any other product model changes, addition of new products, product upgrades or services in a timely manner.

The Contractor agrees to delete obsolete and discontinued products from contract price lists in a timely manner. Major product model changes shall be incorporated into the Contract as soon as possible after product introduction, to be offered at the same rate of discount for the appropriate price list and its discount.



Special Terms and Conditions

SOLICITATION NO.: ADSPO12-00001223

PAGE
21

TITLE: Network Equipment and Services

OF
38

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

U. Warranty

All equipment supplied under this specification shall be fully guaranteed by the Contractor for a minimum period of ninety (90) days from the date of acceptance by the State. Any defects of design, workmanship, or materials, that would result in non-compliance with the Contract specification, shall be fully corrected by the Contractor (including parts and labor) without cost to the State. The written warranty shall be included with the delivered products.

V. Product Discontinuance

In the event that a product or groups of products are discontinued by a manufacturer, the State at its sole discretion may allow the Contractor to provide substitutes for the discontinued product(s) or allow the deletion of such products from the Contract. 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 may result in the State not considering the request.

A formal announcement from the Manufacturer stating that the product(s) have been discontinued.

Documentation from the Manufacturer that cites the effected products by item number and description.

Documentation from the Manufacturer that names the replacement product(s).

Documentation that provides clear evidence that the replacement product(s) meets or exceeds the specifications of the discontinued product(s) while remaining in the same product group(s) as the discontinued item, and;

Documentation confirming that the price for the replacement product(s) is the same as or less than the discontinued item.

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

W. Contractor Performance Reports

Program management shall document Contractor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor's suggested corrective action plan with the Procurement Specialist for approval of the plan.

X. Acceptance

Determination of the acceptability of services and or product shall be made by the sole judgment of the State. Acceptance shall be in writing, verbal acceptance for services or product will not be allowed. Services shall be completed in accordance with the Scope of Work, agreed to and accepted schedules, plans, and agreed to performance standards. Acceptance shall be one hundred percent (100%), which will be determined by the State. Acceptance criteria shall include, but not be limited to conformity to the scope of work, quality of workmanship and successfully performing all required Tasks. Nonconformance to any of the stated acceptance and performance criteria of both services and or products as required shall result in a delay for payment. Payment shall not be made until nonconformance to the criteria is corrected as determined by the State.

Y. Authorization for Equipment and Services

Authorization for purchase of equipment and services shall be made only upon the issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. The



Special Terms and Conditions

SOLICITATION NO.: ADSP012-00001223

PAGE
22

TITLE: Network Equipment and Services

OF
38

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

State shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist unless a) the Purchase Order is changed or modified with an official Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Contract.

Z. Usage

This Contract includes Data, Voice, and Multimedia Network-based, Network-embedded Products and Services, defined herein, may be used by State government and all Political Subdivisions (including the State's Universities, Community Colleges, K-12 School Districts, Counties, Cities, libraries, etc). State government entities (Mandatory Customers) are required to purchase Data, Voice, and Multimedia Network-based, Network-embedded Products and Services via the resulting Contract(s). All other entities (Permissive Customers) may but are not required to purchase their Data, Voice, and Multimedia Network-based, Network-embedded Products and Services needs via the resulting Contract(s).

AA. Administrative Fee

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.

At its option, the State may limit the applicability of the Administrative Fee to Contract sales from some customers and not to others, e.g., fee is only applicable to sales from members of the State Purchasing Cooperative and not sales to State Agencies. See the State's website (above) form more information in this regard. The State will provide thirty (30) days written notice before exercising or changing this option.

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.

BB. 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 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.

CC. Indemnification

The 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



Special Terms and Conditions

SOLICITATION NO.: ADSPO12-00001223

PAGE
23

TITLE: Network Equipment and Services

OF
38

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

in part, by the negligent or willful acts or omissions of Vendor 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 Vendor 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 Vendor from and against any and all claims. It is agreed that Vendor 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 Vendor 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 Contract Broker for the State of Arizona.

This indemnity shall not apply if the Vendor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

DD. 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.

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 injury 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
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

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”.***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

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

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

a. The policy shall be endorsed to include 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***



Special Terms and Conditions

SOLICITATION NO.: ADSP012-00001223

PAGE
24

TITLE: Network Equipment and Services

OF
38

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

arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

- b. Policy shall contain a waiver of subrogation against 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.

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$ 500,000

Disease – Each Employee \$ 500,000

Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against 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.

4. Professional Liability (Errors and Omissions Liability)

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

- a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, the Contractor warrants that any retroactive date under the Policy shall precede the effective date of this Contract; 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 Contract is completed.
- b. The Policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, 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.

NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(State of Arizona Department Representative's Name & Address)** and shall be sent by certified mail, return receipt requested.

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 Contractor from potential insurer insolvency.



Special Terms and Conditions

SOLICITATION NO.: ADSP012-00001223

PAGE
25

TITLE: Network Equipment and Services

OF
38

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

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 **(State of Arizona Department Representative's Name and Address)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

APPROVAL: Any modification or variation from the *insurance requirements* in this Contract shall be made by the 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.

EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

EE. Access Constraints and Requirements

Contractor access to State facilities and resources shall be properly authorized by State personnel, based on business need and **will be restricted to least possible privilege**. Upon approval of access privileges, the Contractor shall maintain strict adherence to all policies, standards, and procedures. Policies / Standards, ADOA/ASET Policies / Procedures, and Arizona Revised Statutes (ARS) 28-447, 28-449, 28-450, 38-421, 13-2408, 13-2316, 41-770).

Failure of the Contractor, its agents or subcontractors to comply with policies, standards, and procedures including any person who commits an unlawful breach or harmful access (physical or virtual) will be subject to prosecution under all applicable state and / or federal laws.

Any and all recovery or reconstruction costs or other liabilities associated with an unlawful breach or harmful access shall be paid by the Contractor.

FF. Section 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 41-2531 and § 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

GG. Health Insurance Portability and Accountability Act of 1996

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the State in the course of performance of the Contract so that both the State and the Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET) Group,



Special Terms and Conditions

SOLICITATION NO.: ADSPO12-00001223

PAGE
26

TITLE: Network Equipment and Services

OF
38

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

Statewide Information Security and Privacy Office (SISPO), Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including but not limited to, business associate agreements.

If requested, the Contractor agrees to sign a "Pledge to Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

HH. American Recovery and Reinvestment Act (ARRA) Requirements

The Contractor shall comply with all American Recovery and Reinvestment Act (ARRA) funding provisions if applicable. The State will inform the Contractor of such provisions as they are identified and when applicable to this Contract. Requirements may include but are not limited to; reporting responsibilities, declaration on internal purchase orders or other mechanisms, regarding the utilization of ARRA funding.



Uniform Terms and Conditions

SOLICITATION NO.: ADSPO12-00001223

PAGE
27

TITLE: Network Equipment and Services

OF
38

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

UNIFORM TERMS AND CONDITIONS

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.



Uniform Terms and Conditions

SOLICITATION NO.: ADSPO12-00001223

PAGE
28

TITLE: Network Equipment and Services

OF
38

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

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 Parol 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 noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.



Uniform Terms and Conditions

SOLICITATION NO.: ADSP012-00001223

PAGE
29

TITLE: Network Equipment and Services

OF
38

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

- 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 the 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 or 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 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.

4 Costs and Payments

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



Uniform Terms and Conditions

SOLICITATION NO.: ADSP012-00001223

PAGE
30

TITLE: Network Equipment and Services

OF
38

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

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 IRS 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

4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes

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

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

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

6 Risk and Liability

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

6.2 Indemnification

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



Uniform Terms and Conditions

SOLICITATION NO.: ADSPO12-00001223

PAGE
31

TITLE: Network Equipment and Services

OF
38

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

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

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

6.4 Force Majeure.

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

6.4.2 Force Majeure shall not include the following occurrences:

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

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

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

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

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

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

7 Warranties



Uniform Terms and Conditions

SOLICITATION NO.: ADSPO12-00001223

PAGE
32

TITLE: Network Equipment and Services

OF
38

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

- 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 licenses and permit requirements.
- 7.6 Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.6.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - 7.6.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 8 State's Contractual Remedies**
- 8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2 Stop Work Order.
- 8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to



Uniform Terms and Conditions

SOLICITATION NO.: ADSPO12-00001223

PAGE
33

TITLE: Network Equipment and Services

OF
38

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

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 interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default



Uniform Terms and Conditions

SOLICITATION NO.: ADSPO12-00001223


PAGE
34

TITLE: Network Equipment and Services

OF
38

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

- 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.

	Attachment One (1)		State of Arizona State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007
	SOLICITATION NO.: ADSP012-00001223	PAGE 35	
	TITLE: Network Equipment and Services	OF 38	

Offerors shall endeavor to utilize these Attachments in response to the criteria requirements as stated in the Special Instructions to Offerors of this Request for Proposal.

Method Of Approach

- A. Offerors must describe their ability to provide the equipment including related products and support services. The response to this requirement should, at a minimum include information, what Manufacturer's are represented, the type/category of equipment offered, the number and type of support personnel or other value added resources that may be employed.
- B. Offerors must thoroughly describe their procedures for resolving customer problems and complaints including timelines and escalation measures.
- C. Offerors must submit customer satisfaction statistics or survey results concerning the quality of the products and/or services offered.
- D. Offerors must thoroughly describe their ability to provide value added technical services including design services, installation, training or directly related optional services and the geographic area where the services may be provided.
- E. Offerors must describe any energy efficiency program (s) by identifying the Products that meet Energy Star or other recognized programs for energy efficiency. Examples or case scenarios of potential savings to be experienced should be provided. Modularity, tiered management support, minimal power consumption, security enhancements and limitations in throughput should be clearly identified in supporting documentation.
- F. Offerors should submit detailed information on how technical support is handled and controlled. Also include what time frame can be expected for this service and all other additional pertinent or important information relating to this program.
- G. Offerors must provide a detailed narrative of their maintenance programs including but not limited to the processes, locations sites, any maintenance agreement forms, coterminous alternatives, pricing. etc. A detailed narrative concerning any warranty dependencies shall also be provided.
- H. Offerors must thoroughly describe how product catalog information, including pricing shall be communicated, maintained and updated. Information shall include whether a designated website shall be utilized, and if so, a description of the website and its features including screen prints if available.

Capacity of Offeror

- A. The following bulleted information shall be provided:
 - Full legal company name.
 - Year business started
 - State of incorporation or headquarters
 - Are you a United States corporation?
 - Tax identification number
 - Brief company history
 - Does another company own you? If so, provide the corporate structure
 - Do you own other companies? If so, provide the corporate structure
 - Location of company headquarters
 - Current number of people employed
 - Current number of sales locations
 - Current number of service locations
 - Are you a public or private corporation?



Attachment One (1)

SOLICITATION NO.: ADSPO12-00001223

PAGE
36

TITLE: Network Equipment and Services

OF
38

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

- Stock symbol, if publicly traded
- Is your Company currently involved in any litigation in which an adverse decision might result in a material change in the Company's financial position or future viability?
- Capacity and potential company growth or development.

B. Current Customer Base


- Total number of current Customers who are using the specific equipment being proposed for this RFP. Information shall include the Name of the Customer, specific equipment that was deployed including quantities, and description of any services provided. Information should not be older than five (5) years old.
- Information about any Manufacturer Programs sponsored by and attended by your Company and Staff.

C. Business and Market focus

- What is your business focus? What percentage of revenue comes from this focus versus other products or services?
- In which vertical markets do you specialize?
- In which vertical market do you have the most customers?
- In which national or international standards committees do you participate?
- In which national or international industry consortiums do you participate?
- Offeror must provide certificate(s), or letters from the Original Equipment Manufacturers (OEM) to prove they are an authorized Channel Partner of that OEM. Offeror's shall provide evidence from each OEM line they propose. Any information provided must be current, not expired or temporary in status.

D. Financial Information

Offeror must provide evidence of financial stability and capability to fund all costs associated with providing the equipment and services throughout the term of the Contract. The latest two (2) years audited annual financial statements including Total Revenue, Net Income, and Total Assets must be submitted in the Offeror's proposal. If audited financial data is unavailable, explain in full the reason, and provide the latest non-audited financial information to include Balance Sheet, Income Statement, as well as Statements of Cash flows and Change in Financial Position. Include information to attest to the accuracy of the information provided.

	Attachment One (1)		State of Arizona State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007
	SOLICITATION NO.: ADSP012-00001223	PAGE 37	
	TITLE: Network Equipment and Services	OF 38	

Cost

Price Proposal and Level Discounts –

- A. Offerors must submit with their proposal a narrative that describes the baseline (published) pricing and the initial pricing level discount that is proposed, **by type, category and Manufacturer** of products and services. The response to this specification must be in the form of a percentage discount from a published or base line price listing.
- B. Offerors must describe the base line pricing and provide information where the baseline pricing may be accessed and verified.
- C. Offerors shall provide additional volume based pricing for consideration. The Evaluation Committee will be evaluating both per transaction and cumulative volume discounts that may be achieved as well as programs that allow for deeper discounts for proposed standardized configurations.
 1. Per Transaction Multiple Unit Discount

Offeror's should propose a discount on each item purchased from the current Published Price List. This discount should extend through all like items or categories and should correlate with those discounts input into ProcureAZ, where you are pricing out equipment.
 2. Cumulative Discount

Offeror's should propose a contractual, cumulative, permanent volume discount based on dollars resulting from the cumulative purchases by all governmental purchasers. The narrative in response to this specification should include a table indicating the additional discount percentage to be earned by cumulative volume purchased. For example, Offeror's may propose an increase in price discounts from the baseline pricing for cumulative volumes grater than "X" million dollars.
- D. The following categories of Equipment shall be utilized as Contract pricing. **Offeror shall input applicable discounts for each category as shown and required in ProcureAZ.**

Routing Devices - Network devices capable of:

1. Interfacing with both traditional and modern carrier services offerings;
2. Layer 3 packet inspection and decision making; and
3. Compliant with applicable regulatory and industry requirements.

Switching Devices based on Layer 2 forwarding (Switches) - Network devices capable of:

1. May interface with traditional and modern carrier service offerings;
2. IT environments include: MAN/WAN Optical, Storage Networking, Ethernet, Wireless, and other environments where information must be transmitted between attached devices;
3. Physical layer (Non Disruptive) switches for patching, testing, and monitoring purposes;
4. Ethernet Switches with the abilities to make decisions and manipulate data at Layers 3 or higher, including: Load Balancing, Bandwidth Optimization, Health and Alert Monitoring, & Security Features; and
5. Technologies employed include but not limited to: Ethernet, SONET, WDM, and ATM.



Attachment One (1)

SOLICITATION NO.: ADSPO12-00001223

PAGE
38

TITLE: Network Equipment and Services

OF
38

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

Wireless Ethernet - Typically Layer 2 and/or Layer 3 devices capable of wireless transmission and reception of data packets:

1. Access Points capable of providing local device accessibility;
2. Point-to-point or Bridged;
3. Meshed configuration; and
4. Licensed or unlicensed spectrum use.

Security Equipment and Solutions - May include devices operating at any layer in the OSI model.

1. Packet inspection/rule enforcement (ACL, Firewall, IDS, etc.);
2. Real time interpretation and response (Application Firewalls, IPS, etc.);
3. Content Filtering and/or Rate Limiting;
4. RAS solutions (VPN, SSL acceleration, etc.); and
5. Centralized monitoring, trend analysis, health and alerting systems.

Monitoring and Management Solutions - May include software or appliances operating at any layer in the OSI model:

1. Solutions should accomplish the centralization and interpretation of data acquired from networked devices;
2. Solutions should be developed around commonly accepted methodologies and should make use of SNMP and/or TL1;
3. Solutions must enhance security, manageability, and accountability;
4. Solutions interface should be an intuitive GUI, with possible built in CLI and manual configuration abilities; and
5. Reporting and analysis tools must include canned reports for regulatory compliance with HIPAA, etc.

Other Network Centric Solutions – Will include many of the required network elements not listed above:

1. DNS, NAT/PAT, DHCP, and other IP Address management solutions;
2. Mobility and session persistence solutions;
3. Authentication solutions;
4. SIP and other centralized communications and messaging solutions; and
5. Transceivers

Telephony

Telephony products and services, such as IP Telephony systems, PBX and key systems, voice mail and unified messaging systems, teleconferencing, call management systems including Automatic Call Distribution (ACD), Interactive Voice Response (IVR), Computer Telephony Integration (CTI), call accounting, and the associated end-user telephone devices.

Multi-Function Solutions

Industry movement indicates that multi-function networking appliances are becoming the way of the future. List and describe any product lines that are merging into multi-function platforms. This may include technology areas that are not covered in areas 1 to 7 above. Each such product should be listed with a note including the areas that are included and a short description of any other technological advantages gained through the aggregation of these technologies.

(i.e. Blade server chassis may house a built in Ethernet switch – Routers may be capable of Firewall, IDS, and other abilities – Network storage may include an Ethernet and/or a fiber channel switch – etc.)



December 6, 2011

Terri Johnson
State of Arizona
Procurement Group
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007

Dear Ms. Johnson:

Insight Public Sector, Inc. (IPS) is pleased to respond the State of Arizona's Network Equipment and Services Request for Proposal #ADSP012-00001223. Based on the scope of the requirements, IPS has prepared a response that represents a comprehensive effort at meeting the State's needs.

For the past five years, Insight has enjoyed the opportunity of serving the State of Arizona as a contract holder of both the AZ Networking contract and the AZ UPS contract. By working closely with the State and our manufacturers over the past several years, Insight has become intimately aware of the State's infrastructure and IT roadmap, allowing transition to a new contract to be a seamless one.

We bring over 20 years of experience in the IT industry, solid vendor relationships, and highly trained and certified technical experts. Having relationships with over 1,500 manufacturers, Insight can provide a solution that is custom-tailored to meet the unique requirements of the County.

The attached proposal contains the details of the IPS commitment to provide the State of Arizona with the multiple benefits of partnering with us for your technology needs. Insight will demonstrate our ability to deliver your products on schedule by utilizing our state-of-the-art procurement, configuration, staging and delivery systems.

We have entered our best discount levels for each category in ProcureAZ, and have provided a detailed pricing narrative of our complete offering to the State, including multiple manufacturers in multiple categories.

To compliment Insight's responses to certain requirements, we have also provided additional information from a few of the major manufacturers we are offering to the State.

The documents included in Insight's proposal include the Offer and Acceptance Form, indicating our intent to be bound by terms and conditions in the Solicitation, Solicitation Amendment One, and our responses to the requirements in Attachment One (1), followed by Additional Information and Manufacturer Letters of Authorization.

Insight acknowledges receipt of the following amendments issued by the State for this RFP: Amendment 1 issued 11/15/11 and Amendment 2 issued 11/17/11.

Why Insight? Times are challenging – businesses are looking to reduce costs, reduce risk, and increase value. We are committed to being your IT partner today and going forward. We intend to work better than anyone else at providing solutions that match your requirements as outlined in your bid through our knowledgeable people, our wide variety of IT products and services, and our leading-edge technology. We appreciate your business and look forward to expanding our work with you to fulfill your software and information technology needs.

Should you have any questions or concerns regarding this proposal or require any further information, please do not hesitate to contact either your local Account Executive, Seth Swerdlow, at 480-212-7367, seth.swerdlow@insight.com, or Pam Potter, Proposal Manager, at 800-321-2437 x6810, pam.potter@insight.com.

We appreciate the opportunity to again win your business.

Sincerely,



Brian Hicks
Senior Vice President – Profitability



Solicitation Amendment

AZ DEPT. OF ADMINISTRATION
STATE PROCUREMENT OFFICE
100 N. 15TH AVE., STE. 201

Phoenix, AZ 85007

Solicitation No.: ADSP012-00001223

PAGE
1

Network Equipment and Services

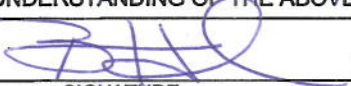
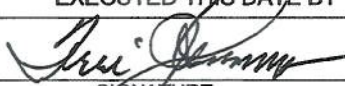
AMENDMENT NO.: ONE (1)

OF
1

Pursuant to the Uniform Instructions to Offerors, Item C.7, Solicitation Amendments, the above referenced Solicitation shall be amended as follows:

1. The Closing date for the above referenced Solicitation has been changed from November 30, 2011 at 3:00 p.m. MST, to **December 7, 2011**. The time and place for submittal has not been changed.

ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.		THE ABOVE REFERENCED AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.	
	12/2/11		11/15/11
SIGNATURE	DATE	SIGNATURE	DATE
Brian Hicks, Senior Vice President, Profitability PRINTED/TYPED NAME AND TITLE		Terri Johnson, Senior Procurement Specialist TYPED NAME AND TITLE	



Offer and Acceptance

SOLICITATION NO.: ADSP012-00001223

PAGE
3

OFFFEROR:

OF
38

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

OFFER

TO THE STATE OF ARIZONA:

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

Arizona Transaction (Sales) Privilege Tax License No.:

07-675462-U

Federal Employer Identification No.:

36- 3949000

Email: seth.swerdlow@insight.com

Phone: 480-212-7367

Fax: 480-760-6682

Insight Public Sector, Inc.

Company Name

6820 S. Harl Avenue

Address

Tempe, Arizona 85283

City

State

Zip

Signature of Person Authorized to Sign Offer

Brian Hicks

Printed Name

Senior Vice President, Profitability

Title

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

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

This Contract shall henceforth be referred to as Contract No. _____.


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

State of Arizona
Awarded this

_____ day of _____

20____

Procurement Officer

	Attachment One (1)		State of Arizona State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007
	SOLICITATION NO.: ADSP012-00001223	PAGE 1	
	TITLE: Network Equipment and Services	OF 45	

Offerors shall endeavor to utilize these Attachments in response to the criteria requirements as stated in the Special Instructions to Offerors of this Request for Proposal.

Method Of Approach

- A. Offerors must describe their ability to provide the equipment including related products and support services. The response to this requirement should, at a minimum include information, what Manufacturer's are represented, the type/category of equipment offered, the number and type of support personnel or other value added resources that may be employed.

Insight Public Sector, Inc. is offering network equipment from three of the top networking manufacturers in the US - Cisco, HP, and Juniper; along with two leaders in their industries - Tipping Point for Intrusion Detection and SynApps for Unified Communications applications. A detailed breakdown of the associated categories for each manufacturer being offered has been provided in our pricing narrative under the Cost section of this Attachment One (1) response.

Sales

We utilize a sales model with both field and inside representatives. Insight has assembled an experienced sales team, led by a seasoned Account Executive and Client Solutions Executives. This team also includes an inside sales team, order processing team, service sales/solutions team, technical services team, networking specialists, manufacturer representatives, a Business Development Manager and a Contracts Manager. The Account Executive develops sales strategies and programs unique to each client to ensure that communication with Insight and the delivery of products and services meet your expectations. Your Account Executive can meet frequently with State entities, IT staff and end-users and will serve as a single point of contact for any issues. The team expects to be highly proactive in gaining business from State Agencies and the cooperative members. We have shown success in doing so with our current contracts. We currently hold Contracts EPS060043-28-A5 and EPS060043-7-A3, Networks, Equipment and Services, and EPS070086-2-A3, Uninterruptible Power Supply for new equipment, service and maintenance.

The State will also have access to a dedicated inside sales team that serves as a central resource for daily account activities. They understand the nuances of your account and have key relationships with partners to facilitate communication and best-buy advice for you. Your inside sales team works together to process orders, estimate delivery dates, and answer inquiries regarding product pricing, and availability. The following is a list of Insight staff that regularly works with the State of Arizona. Additional resources can be dedicated to the State in order to maintain the highest levels of satisfaction.

Field Sales:

*Seth Swerdlow, Account Executive – 480-212-7367, seth.swerdlow@insight.com
 Jennifer Bucich, Client Solutions Executive – 800-467-4448 x5315, jennifer.bucich@insight.com
 John Briggs, Client Solutions Executive – 800-467-4448 x5190, john.briggs@insight.com*

Inside Sales:

*Ubilvia (Billie) Fields, Design Engineer Associate – 512-382-4450, ubilia.fields@insight.com
 Teresa Fredericks, Client Solutions Representative – 800-467-4448 x5856, teresa.fredericks@insight.com*

Additional Resources:

*Brian Louderback, Manager – Field Sales Market
 David Deppisch – Manager – Inside Sales
 Vanessa Karman – Manager – Sales Support
 Erica Falchetti – Contract Manager*

Insight maintains strong relationships with the industry's leading manufacturers including Cisco, Hewlett-Packard, Juniper, IBM, Lenovo, Microsoft, Oracle, Sony and Toshiba as well as all of the major distributors including Ingram Micro, TechData, and Synnex. With over 40 buyers in Insight's purchasing organization, there is virtually no information technology product that we cannot source.

Insight's facilities include 440,000 square feet of distribution and warehouse space, as well as ISO 9001:2008 certified configuration, advanced integration labs, and fourteen branch offices around the country. Typically,



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
2

TITLE: Network Equipment and Services

OF
45

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

Insight has over \$100 million of inventory on hand for fast availability, in addition to our unparalleled ability to source hard-to find technology products.

Insight's clients purchase products and services using different methods. We have clients that simply purchase products through our website. We have clients that work with their local account team to design, configure, and order everything from simple product purchases to highly complex solutions. We also have clients that utilize both methods. Historically, State of Arizona agencies and the cooperatives that use the current contracts held by Insight take advantage of the purchasing blend, using the website to price and obtain known items, and also working with the local account teams to provide additional quotes and information.

While our website will fill the need for usual commodity purchases, one of Insight's key value adds and differentiators is our local dedicated Presales Engineers. The primary purpose of these highly trained engineers is to assist clients in making the best purchasing decisions. We offer multiple levels of support to assist in the design of our clients' networking solutions. These services are pre-sales and free to our current and potential clients.

Insight also has many Presales Field Engineers who are highly qualified, seasoned and certified for the solutions we offer in this proposal. These engineers will visit the client on site, evaluate the environment and business needs, and offer a proposal for the best solution.

Inside Product Support (411): Our account executives can utilize Insight's "411" presales support group for configuration of simple equipment requirements. Typically this is done via conference call with the Account Executive, the client and the 411 resources. This assures proper sizing, configuration and consideration for the client's actual business needs.

Insight provides these free presales resources so we can provide proper solutions for our clients. This leads to fewer issues, decreased returns, and increased customer satisfaction.

Central to Insight's continued growth and success is our focus on offering a comprehensive menu of service solutions. There are more than 1,000 Insight employees in our Technical Services division. These include field engineers, systems engineers, consultants, repair lab and configuration lab technicians, technical support, administration, sales and an implementation team. Our technical service company supports clients nationwide.

Insight has a national reach operating in more than 30 markets throughout the United States. Our Network Infrastructure, Collaboration and Security solutions and services have been developed, tested and proven successful for a multitude of clients across thousands of networks in North America and the United Kingdom. All solutions are delivered through Insight's defined methodology – Review, Plan, Design, Implement and Operate – a repeatable process that we use for all project deliveries.

Insight Networking's core competency is architecting and deploying infrastructures that are real-time, reliable, pervasive and interoperable. We understand what it takes to successfully plan, design and implement complex and secure networks. Most internal network teams face a steep learning curve as they begin to deploy advanced network technologies. Insight's network consultants are 100% focused on designing and implementing client centric networks.

- We have worked on hundreds of networks and bring extensive infrastructure experience*
- We lead the industry with deployment expertise for advanced network technologies*
- We employ strong project management and service delivery methodologies to ensure a successful outcome*

Whether your project depends on network design engineers, implementation experts, professional consultants or project management, your qualified account manager can assemble a team of Insight experts and partner resources to serve you. The result is technological credentials and consultative expertise that combine to deliver solutions and services with exceptional breadth and depth. Our experience, strategic partnerships, 600+ technical certifications, global and nationwide reach, supreme customer satisfaction and industry expertise provide you with strategic solutions to meet or exceed your networking needs.



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

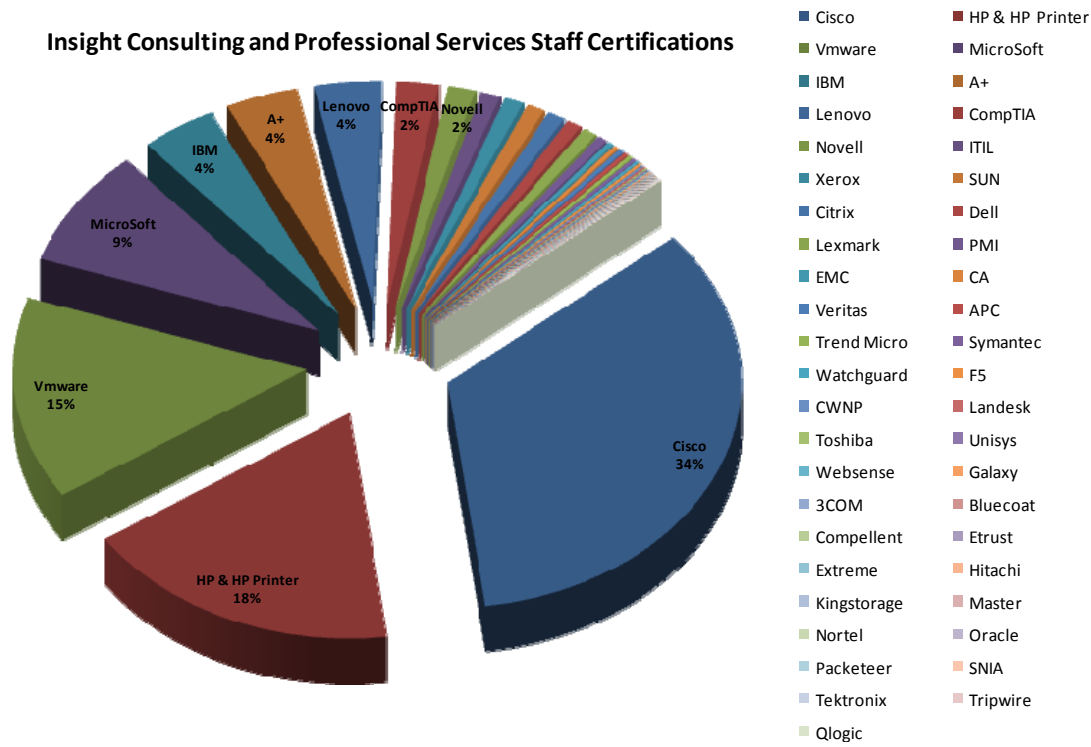
PAGE
3

TITLE: Network Equipment and Services

OF
45

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

Insight Consulting and Professional Services Staff Certifications



- B. Offerors must thoroughly describe their procedures for resolving customer problems and complaints including timelines and escalation measures.

By investing in the account coverage model described in our response to Section A, Insight strives to have its clients experience zero or at least very limited customer service issues. We believe that most potential problems can be eliminated at the presales stage, which is why we have made a substantial investment in presales quality training and coverage.

A dedicated sales team specially trained to handle the vast requirements of the State and eligible agencies will be assigned to this contract, and we will make every effort to ensure complete customer satisfaction. The Account Executive and Client Solutions Executives will assist initially with any issues or inquiries. He or she can provide product information, track a delivery, assist with returns or product switches, and, if needed, direct customers to the proper contacts within Help Desk Services. Technical concerns will be addressed by certified technical representatives. If the problem or concern cannot be resolved within two hours of the initial call, the appropriate sales manager, Brian Louderback, Field Sales Manager or Vanessa Karman, Inside Sales Manager, will be notified and will monitor the progress until the problem has been resolved. Every effort will be made to assure complete problem resolution within 8 – 12 hours of the initial call. The State of Arizona is strategic to the overall success of IPS. With our worldwide corporate headquarters located in Tempe, Arizona, we are dedicated to ensuring client satisfaction, involving higher management if necessary to provide problem resolution.

- C. Offerors must submit customer satisfaction statistics or survey results concerning the quality of the products and/or services offered.

Client service is monitored by our management team to ensure ongoing client satisfaction and to quickly and effectively correct any issues that may arise. Quality control functions within different departments measure critical client service factors and recognize individuals and teams based on stringent quality and client service measurements.



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
4

TITLE: Network Equipment and Services

OF
45

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

Using our Electronic Direct Mail system, customer satisfaction surveys are sent to “buying clients” and a slightly modified version of the survey is sent to “non-buying clients”. The buying account contacts we target are clients that have placed an order during the prior month but had not received the survey for at least three months. Insight improves policies, procedures and services based on intelligence derived from these surveys.

In addition, your account management team can conduct periodic onsite performance reviews with you. These meetings give us the opportunity to discuss your relationship with Insight, resolve any outstanding issues, and rate our performance relative to established goals. They may also include reviews of purchasing options, acquisition trends, and new industry developments.

To compliment Insight’s response to this requirement, we have also provided customer satisfaction information from a few of the major manufacturers we are offering to the State of Arizona below.

CISCO

Customer satisfaction is a core value at Cisco. Since 1992, we have been conducting an Annual Customer Satisfaction Survey. Using the valuable input we receive from our customers, we establish the principal objectives for each of our functional areas. In addition, hiring and resource allocation decisions are based on consolidated customer feedback scores. Cisco believes so strongly in customer satisfaction that a corporate-wide bonus is tied to our results.

Every year we set goals to increase customer satisfaction. The information we gather measures our high-level relationships with customers and spotlights areas where we need to focus more attention. At times, the survey leads to the development of focus groups and follow-up surveys, which help dig more deeply into customer issues. Such initiatives, when coupled with data from transactional measurements, provide a rich source of direction from our customers.

Cisco’s key business processes impacting customer satisfaction include design, development, manufacturing operations, support, and service. Supporting processes include sales, marketing, data storage and backup, and employee development and management. (See **Figure 1.**)

For more information, see:

http://www.cisco.com/web/about/ac50/ac208/about_cisco_approach_to_quality_customer_sat_survey.html

Cisco’s History of Customer Satisfaction

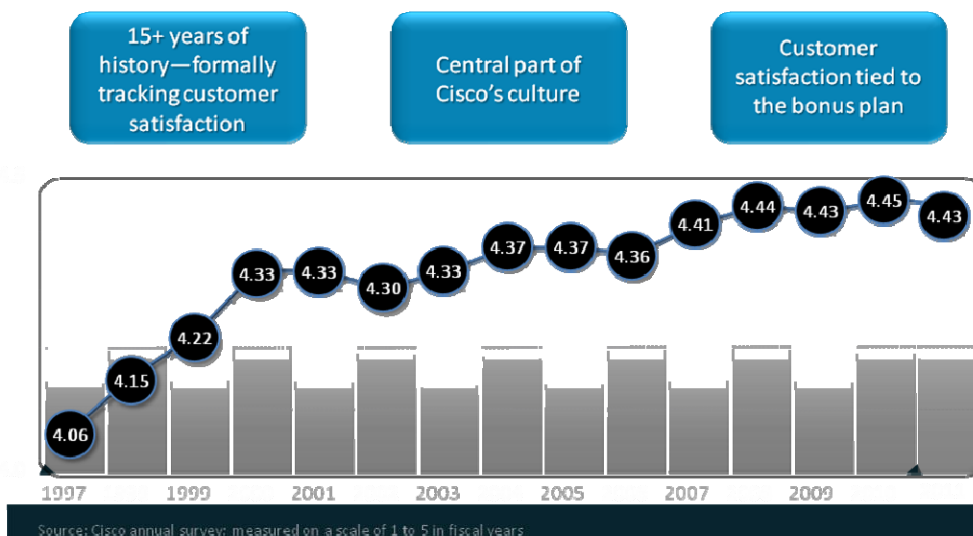


Figure 1. Cisco’s Customer Satisfaction Results from 1997 to Present



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
5

TITLE: Network Equipment and Services

OF
45

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

HEWLETT-PACKARD

HP Customer Feedback

Hewlett-Packard believes that customers define quality based on their expectations and how well those expectations are met through their total experience with the company. HP employs a number of formal customer feedback vehicles to assess total customer experience (TCE). These vehicles include surveys, customer programs and panels and a clearly defined escalation process for handling dissatisfaction.

HP Customer Feedback Vehicles

Additionally, informal customer feedback is continually gathered by HP management, sales and support personnel in their daily business interactions with customers. The focus on understanding customers starts with HP senior management. Top company executives frequently meet with customers to solicit feedback on how well HP products and services are meeting their critical business needs.

Customer Experience Research

HP funds four types of TCE research and measurement instruments. Our objectives with these instruments are to measure what matters most to customers, to evaluate progress and to set improvement goals that move HP ahead of the competition

Level 1: End-to-End Customer Experience Surveys

The Level 1 customer satisfaction survey is a blind, semi-annual worldwide survey intended primarily to measure HP performance against our competitors. Key metrics from this survey provide an overall end-to-end TCE score. Because customer satisfaction is viewed as such an important metric, the results of this survey are linked to HP employee compensation.

Level 2: Lifecycle Phase / Category Surveys

Level 2 surveys are conducted to provide details that can be used to perform a high-level diagnosis of TCE problems in one or more subsets of the customer experience. For example, Level 2 surveys typically provide more information about a product or service category such as Business Critical Servers or Customer Support. They may also be used to provide insight into HP relationships with specific customer segments such as corporate accounts or channel partners. Finally, they may be designed to provide details about a specific aspect of the TCE lifecycle; for example, consumer experience in the first 90 days of receiving a product.

Level 3: Transaction / Touchpoint Surveys

Touchpoint surveys are triggered by an event or transaction. Their purpose is twofold: rapid problem resolution and diagnosis of potential systemic problems that can be addressed by operational improvements. Examples of Level 3 Touchpoint surveys include rating the purchase experience after an online or retail shopping experience or rating the support experience after a help desk call.

Level 4: Operational Metrics

Level 4 TCE research involves tracking of ongoing metrics for key internal processes that impact the customer experience. Examples include the percentage of out-of-stock repair parts or the percentage of missed customer commitments. Level 4 measures are often early warning signals of issues that may escalate to become customer dissatisfaction problems. Attention to these measures can ensure corrective action of small problems before they become large.

Within the worldwide HP TCE and Quality function, a TCE Research team is responsible for the overall research and measurement architecture. This team is also responsible for executing Level 1 and Level 2 research.

Level 3 and 4 measurement is conducted within the Business Groups and their corresponding Global Business Units and geographies. Selected Level 3 and Level 4 metrics from the business groups are also compiled at a company-wide level to provide an overall operational picture of the total customer experience.



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
6

TITLE: Network Equipment and Services

OF
45

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

- D. Offerors must thoroughly describe their ability to provide value added technical services including design services, installation, training or directly related optional services and the geographic area where the services may be provided.

Combining the technologies, expertise and services necessary for your individual needs, Insight designs and deploys secure network infrastructures built with long-term goals in mind. From assessments to strategy and implementation to management, Insight delivers a methodology that has been proven on hundreds of networks for clients across the U.S.

Insight's network professional services team is your go-to networking resource, offering a full range of services from network design and implementation to trouble-shooting and maintenance. Our highly-trained and certified experts support you with in-depth knowledge of networking hardware, software, systems and protocols. This deep pool of technical competency ensures that we provide the right networking solution that aligns to your specific business requirements.

Regardless of your network's size or geographical scope, we have the technical skill set and vendor partnerships to support your complete networking strategy. Whether you need a simple local-area network or a complex statewide infrastructure, our networking professionals will create a solution that meets requirements for security, performance, capacity and functionality. Insight's Network Solutions staff includes Certified Networking Associates (CNAs), Cisco Certified Networking Professionals (CNP's) and Cisco Certified International Experts (CCIEs).

Assess Network Strengths and Opportunities - Network Assessment

Using industry best practices, best-in-class tools and a proven methodology, assessments provide a holistic review of your current architecture, stability and overall performance, identifying gaps and opportunities for improvement.

Set the Stage with Strategy - Network Strategy

Gain a comprehensive vision for your data, security and telephony infrastructure. It ensures that the network of your future is positioned to support the business, and provides a roadmap to guide investments in people, operations and technology.

Future-Minded Design - Network Infrastructure Design

With industry certifications across the networking spectrum, Insight's network consultants are 100% focused on designing client-centric infrastructures, engaging the technologies that align to your business, technical and financial goals.

Services to Simplify Deployment - Network Deployment

Insight's state-of-the-art Integration Labs and on-site Implementation Services provide experienced, expert resources and cost-effective options for managing the deployment of an optimized network.

Proactive Monitoring and Management - Remote Network Management

Proactive monitoring and management keeps you in control. Insight's U.S.-based engineers and technicians in the Network Operations Center hold over 500 industry certifications around security, event response and remote management of critical network infrastructures.

Core Network Solutions

Core Routing and Switching



- General LAN/WAN Design and Implementation
- Campus Networking
- Data Center Specific Networking



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
7

TITLE: Network Equipment and Services

OF
45

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

Wireless LAN/WAN



- Site Surveys
- WLAN-Specific Architecture
- Design & Implementation
- Strategic Partnerships

Advanced Network Solutions



- Enterprise DNS/DHCP
- Network Resource Load Balancing
- Content Delivery
- MPLS
- IP Quality of Service (QoS)
- IP Multicast
- Advanced Routing Technologies

- E. Offerors must describe any energy efficiency program (s) by identifying the Products that meet Energy Star or other recognized programs for energy efficiency. Examples or case scenarios of potential savings to be experienced should be provided. Modularity, tiered management support, minimal power consumption, security enhancements and limitations in throughput should be clearly identified in supporting documentation.

Initiatives/Programs Available through Insight to move toward Greener IT

Insight has witnessed an increase in clients' environmental awareness and desire to partner with responsible suppliers. As a result, Insight has strengthened its commitment to the environment and has established procedures to ensure compliance as well as provide supporting evidence of this commitment.

At Insight, we know that business success doesn't have to come at the expense of our planet. That's why we're incorporating environmentally friendly technology practices like data center energy efficiency, responsible e-waste recycling and unified communications and collaboration solutions into our clients' IT infrastructures—and our own.

• Green IT Products

With EPEAT, Energy Star and Bulk Purchasing, you can reduce energy usage, costs and in some cases, even build with green materials. Many of the products Insight sells by its OEM Partners are Energy Star Certified. When helping clients select products for their environment, Insight tries to use products with this designation whenever possible. Energy Star Certified is the government's official designation for energy efficient products that save money and protect the environment.

The ENERGY STAR label was established to:

- *Reduce greenhouse gas emissions and other pollutants caused by the inefficient use of energy*
- *Make it easy for consumers to identify and purchase energy-efficient products that offer savings on energy bills without sacrificing performance, features, and comfort*

• Energy Optimization - Go Green with Virtualization

The explosive growth of data in organizations has created an explosive demand for innovation in the data center. It's not enough to simply add servers and storage; you must also consider total costs, critical data availability and environmental impact. Data centers consume 61 billion kilowatt-hours, or \$4.5 billion worth of electricity every year in the U.S. As we continue to shift from paper-based to digital information management, data center efficiency through virtualization of servers and consolidation on blades will become increasingly critical.



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
8

TITLE: Network Equipment and Services

OF
45

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

With the cost savings potential of server consolidation and virtualization and the growing reliability of backup, disaster recovery and continuity solutions for complex storage environment, you can streamline costs and achieve greener IT operations at the same time.

Virtualization has become a critical investment for organizations seeking to reduce capital and operating expenses, ensure business continuity, strengthen security and go green. To meet this growing need, Insight teams with industry virtualization leaders to design, deploy and manage solutions from the desktop to the data center. As a VMware Authorized Consultant, Insight delivers the same proven best practices and guidance that has made VMware the global leader in virtualization solutions.

For our client's virtualization initiatives, Insight has developed deep capabilities for designing, deploying and managing scalable virtualization solutions for organizations of all sizes. From world-class technical architects, engineers and project managers to our ISO 9001:2008-certified integration labs, Insight has the in-house resources you need to ensure projects are delivered right. In addition, our close ties with virtualization leaders like VMware, HP, IBM and Sun mean you have quick, affordable access to the best technologies on the market.

Insight's Data Center practice simplifies server, storage and data center management while offering the robust technical expertise and deep manufacturer relationships to deliver innovative and scalable solutions that reduce your data center costs and your carbon footprint.

- **Electronic Software Distribution (ESD)**

Insight works with both our clients and our publishers to create and support licensing program and media delivery that reduces the technology carbon footprint. Insight has invested in eProcurement services that we deliver to every client. All purchasing transactions can be accomplished electronically, from quote to close of invoice and usage reports reducing any need for paper. Smaller publishers look to industry leaders like Insight to work with them to create licensing programs that protect the integrity of the product and deliver fast electronic media. Paper license certificates and serial numbers have been replaced with electronic downloadable license confirmation and key codes. As more technology is delivered in a virtual manner, Insight is ready to meet client needs while also fulfilling Insight, client and partner goals for environmental responsibility. ESD is a free service.

- **Consolidated Electronic Invoicing**

As a part of our initiative to help our clients Go Green, Insight revised its invoicing billing block cycles to help reduce the number of invoices generated per purchase order. Through the new process, all clients will be set up on a standard 2-day consolidated invoicing block. Insight also offers clients a 5-day billing block to further reduce the number of invoices generated.

Insight offers email or EDI delivery of invoices for standard billing and consolidated (summary) invoices at no additional charge. Insight currently offers clients the ability to exchange business documents electronically using both ANSI X.12 EDI (Electronic Data Interchange) and XML B2B (Business-to-Business) standards. By reducing cost and improving turnaround times, these processes provide highly reliable alternatives for manual business transactions.

- **EPA Compliant Asset Disposition and Recycling Program**

Insight has a customized asset disposition program that gives you the greatest economic return and cost efficiencies to help mitigate your asset disposition challenges. The Insight team offers clients an easy and comprehensive asset disposition program that not only gives you the greatest value for your existing equipment, but peace of mind that data security and systems disposition requirements are in full compliance.

Insight's staff is educated on the latest EPA mandates for proper computer equipment disposal. Insight recycles and disposes of non-working or obsolete equipment in an environmentally and regulatory compliant manner. Certificates of Destruction and EPA compliance can be provided as proof of compliance with disposal regulations. Detailed reports listing equipment and serial numbers simplify management and reporting. We will erase all data from your equipment and provide Certificates of Erasure as required.



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
9

TITLE: Network Equipment and Services

OF
45

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

Minimizing e-waste in Landfills - Disposal and Recycling

The Environmental Protection Agency reports that 80 to 85 percent of all e-waste ends up in landfills. This is especially troubling considering that the agency regards many IT assets hazardous and bans their dumping in landfills.

Insight is highly sensitive to the environmental regulations most states are establishing, which prohibit the improper disposal of computer equipment. All computer equipment contains some form of hazardous waste. We make sure those wastes are dealt with in accordance with EPA disposal requirements. Our practice is to ensure no additional wastes enter our environment or our landfills. Insight's Asset Disposal Program provides disposition services for clients' assets. These services include the de-manufacturing, deconstruction and/or recycling of end-of-life equipment by proper EPA disposal procedures. Salvageable equipment will be evaluated, repaired, and remarketed, and non-salvageable equipment will be broken down into recyclable or reusable components. This world-class offering places Insight among an elite group of firms holding the IDC Green Recycling and Asset Disposal for the Enterprise (G.R.A.D.E.) certification for a second consecutive year.

Another way to keep technology out of landfills is to extend its usefulness. The highly-trained technical experts at Insight's National Repair Center offer a number of flexible and cost-effective programs designed to extend the lifespan of IT equipment.

Redeploying IT assets is a way to manage growing end-user populations with minimal investment while preventing assets from going into a landfill. We can repair and re-image salvageable equipment for redeployment to end users. We can even store it in our warehouse until you're ready to redeploy.

Insight currently uses the same partners and programs we offer to our clients. All assets disposed are done here in the U.S., with nothing being exported or going to landfill.

Insight has been awarded the IDC Green Recycling and Asset Disposal for the Enterprise (G.R.A.D.E.) certification for a second consecutive year. For more than 10 years, Insight has offered U.S.-based clients Asset Disposition and Remarketing services through its best-in-class Lifecycle practice.

Through the recertification process, IDC found that Insight has expanded its on-site drive crushing operation and on-site data erasure capabilities, streamlined its vendor line up and tightened management of logistics and carrier partners.

"Despite the challenges presented by a difficult economy over the last year, Insight remained focused on enhancing the quality and efficiency of its ITAD operation," said David Daoud, research manager, Personal Systems at IDC. "The company continued to invest in its logistics and data security capabilities while also improving its customer engagement capabilities. These investments should serve the company well as enterprises move into a new refresh cycle, spurred by improving economic conditions."



The G.R.A.D.E. certification process is based on 34 IT Asset Disposal (ITAD)-related functions and tasks and uses a multi-dimensional weighting system that incorporates the broad offerings of remote applications, onsite services, logistics, in-plant processing, and post treatment. IDC G.R.A.D.E. certification is currently focused on the U.S. market with a view on compliance, sustainability, environmental stewardship, business continuity, and ROI.

Asset disposition represents a critical component of the IT lifecycle and highlights Insight's commitment towards environmental sustainability. In 2010, our ITAD practice eliminated over 225,000 assets, which equated to over 2,300 tons of e-waste from landfills. Asset Disposition has long been a core component of our Lifecycle Services supporting a wide range of clients – from small business to Fortune 500 enterprises.



Attachment One (1)

SOLICITATION NO.: ADSPO12-00001223

PAGE
10

TITLE: Network Equipment and Services

OF
45

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

As Insight is offering products from several manufacturers in each category, the additional information has been provided by the following manufacturers.

CISCO

In response to energy costs, environmental concerns, and government directives, there is an increased need for sustainable and "green" business IT operations. Methods to measure power consumption and control energy output are now the focus of businesses worldwide, with all customers looking for consolidated energy management across different device and communications media.

Cisco EnergyWise is a new energy management architecture that will allow IT operations and facilities to measure and fine-tune power usage to realize significant cost savings. Cisco EnergyWise focuses on reducing power utilization on all devices connected to a Cisco network ranging from Power over Ethernet (PoE) devices such as IP phones and wireless access points to IP-enabled building and lighting controllers. It uses an intelligent network-based approach, allowing IT and building facilities operations to understand, optimize, and control power across an entire corporate infrastructure, potentially affecting any powered device. See http://www.cisco.com/en/US/prod/switches/ps5718/ps10195/white_paper_c11-514539.pdf or http://www.cisco.com/en/US/prod/switches/ps5718/ps10195/white_paper_c11-514539.html for further information on EnergyWise and Cisco program to conserve resources.

Cisco has been investigating energy efficiency for all aspects of networking for a number of years. Over time, the efficiency of the network has improved significantly (in terms of bits carried per Joule used) through improvements in architectures, designs, and underlying technology. However, to maintain or improve this rate of progress, it is important to use objective methodologies and metrics that ensure generational improvements in all aspects of the network. For this reason, Cisco strongly supports the work of the Energy Star program, as well as other energy conservation programs.

In order to foster improvements in individual network components that most benefit the overall efficiency of the network, the methodology must take into account the critical requirements of the network; it must examine the architectural impact of the component functions and features; and it must evaluate the component performance in conditions that match the real world usage.

HEWLETT-PACKARD

In March 2011, HP was awarded the Miercom Certified Green Certification. This recognizes the large number of HP's Energy Efficient switches that have been tested by Miercom.

Miercom is an independent testing lab that rates networking equipment based on several criteria – such as power efficiency, heat dissipation, cooling requirements, energy efficiency and overall product efficiency. To meet Miercom's stringent Certified Green criteria, HP Networking products had to be in the top 30 percent of the industry for energy efficiency and pass a thorough audit of "green" best practices.



The Miercom certification emulates real-world applications, testing several application profiles to determine benchmarks related to performance and power. Tests involved measuring the power consumption of products at different packet sizes, under various loading conditions, and with or without Power over Ethernet (PoE).

This validates the work that HP has been doing reducing the environmental footprint and operational costs through continued development work and leadership in the standardization organizations. In December 2010, it was announced that HP was the first to ship switches with the new IEEE Energy Efficient Ethernet standard. This standard (IEEE 802.3az) reduces power consumption of IT devices by automatically adjusting energy use based on actual network traffic between switches and other networked devices in real time.

The new HP E-Series zl modules are the first IEEE Energy Efficient Ethernet-enabled switches to automatically enter "sleep mode" as will connected EEE-devices, when no traffic is being transmitted. During low activity, Energy Efficient Ethernet-enabled products enter a "sleep mode" that uses less energy than idling at full power, but allows the connected devices to instantly re-engage when data transmission occurs. This



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
11

TITLE: Network Equipment and Services

OF
45

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

enables significant power savings over traditional switches, which offer limited correlation between energy consumption and actual traffic flow.

Did you know:

- ABI research has rated HP as the #1 IT company in environmental awareness
- HP modular switches enable up to 45 percent cost savings and our fixed-port switches enable up to 38 percent savings compared to industry averages (Source: Miercom)
- Using our management software, you can remotely schedule shutdown of idle PoE devices such as VoIP phones during the off hours – saving up to 73 percent in energy costs.

Specifically, the following HP switches have achieved the Miercom Certified Green Award:

HP Switch	Max Power Consumption
HP A12508 Switch Chassis (JF431B)	4750.0 W
HP A7506 Switch Chassis (JD239B)	895.0 W
HP E8212 zI Switch with Premium Software (J9641A)	3252.3 W
HP E5406 zI Switch with Premium Software (J9642A)	1084.1 W
HP E6600-24G-4XG Switch (J9264A)	204.3 W
HP E6600-24XG Switch (J9265A)	405.4 W
HP A5820X-24XG-SFP+ Switch (JC102A)	184.8 W
HP A5800-48G-PoE+ Switch with 1 Interface Slot (JC104A)	972.3 W
HP A5800-24G-PoE+ Switch (JC099A)	869.3 W
HP A5800-48G Switch with 1 Interface Slot (JC105A)	163.1 W
HP E3500-48G-PoE yI Switch (J8693A)	705.0 W
HP 2910-48G aI Switch (J9147A)	105.0 W
HP A5120-48G SI Switch (JE072A)	55.4 W
HP E4800-48G Switch (JD010A)	114.0 W
HP E4800-24G Switch (JD007A)	67.0 W
HP E2520-24G-PoE Switch (J9299A)	260.4 W
HP E2520-8G-PoE Switch (J9298A)	86.2 W
HP E2520-24-PoE Switch (J9138A)	257 W
HP E2520-8-PoE Switch (J9137A)	85.5 W
HP E2510-48G Switch (J9280A)	99.9 W
HP E2610-48 Switch (J9088A)	66.0 W
HP E2620-48-PoE+ Switch (J9627A)	448 W
HP E2620-24-PoE+ Switch (J9625A)	428.0 W
HP E2620-24-PPoE+ Switch (J9624A)	165.8 W
HP E2620-48 Switch (J9626A)	34.4 W
HP E2620-24 Switch (J9623A)	22.1 W
HP V1910-48G Switch (JE009A)	55.4 W



Attachment One (1)

SOLICITATION NO.: ADSPO12-00001223

PAGE
12

TITLE: Network Equipment and Services

OF
45

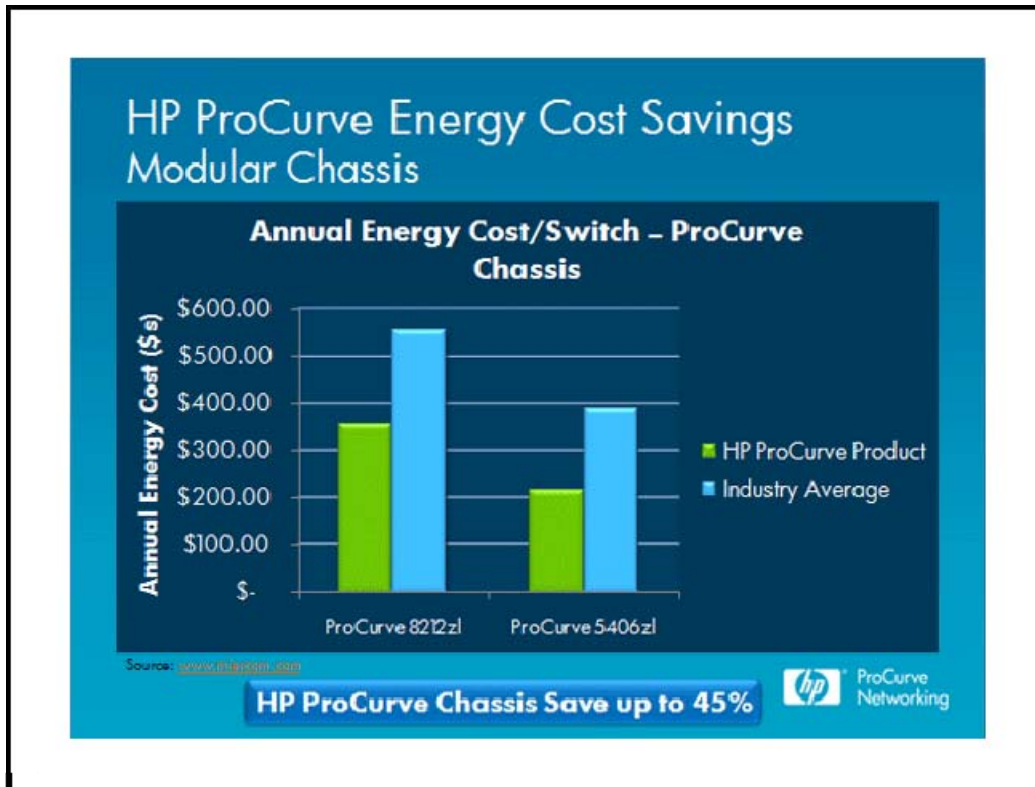
State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Note: Maximum power is the worst-case theoretical maximum numbers provided for planning the infrastructure with fully loaded PoE (if equipped), 100% traffic, all ports plugged in, and all modules populated.

Additionally, the following switches support IEEE 802.3az Energy Efficient Ethernet. This standard lowers power consumption in periods of low link usage.

- HP E8200 zl Switch Series (Supported on v2 zl 10/100/1000 & 10/100 modules)
- HP E5400 zl Switch Series (Supported on v2 zl 10/100/1000 & 10/100 modules)
- HP E3800 Switch Series
- HP V1410-16 Switch (J9662A)
- HP V1410-24 Switch (J9663A)

Supporting document can be found at: <http://www.miercom.com/tag/hp/> and <http://h20195.www2.hp.com/v2/doctype.aspx?doctype=Data+sheet&lc=en&cc=us&prodtype=12883&resultsperpage=all>





Attachment One (1)

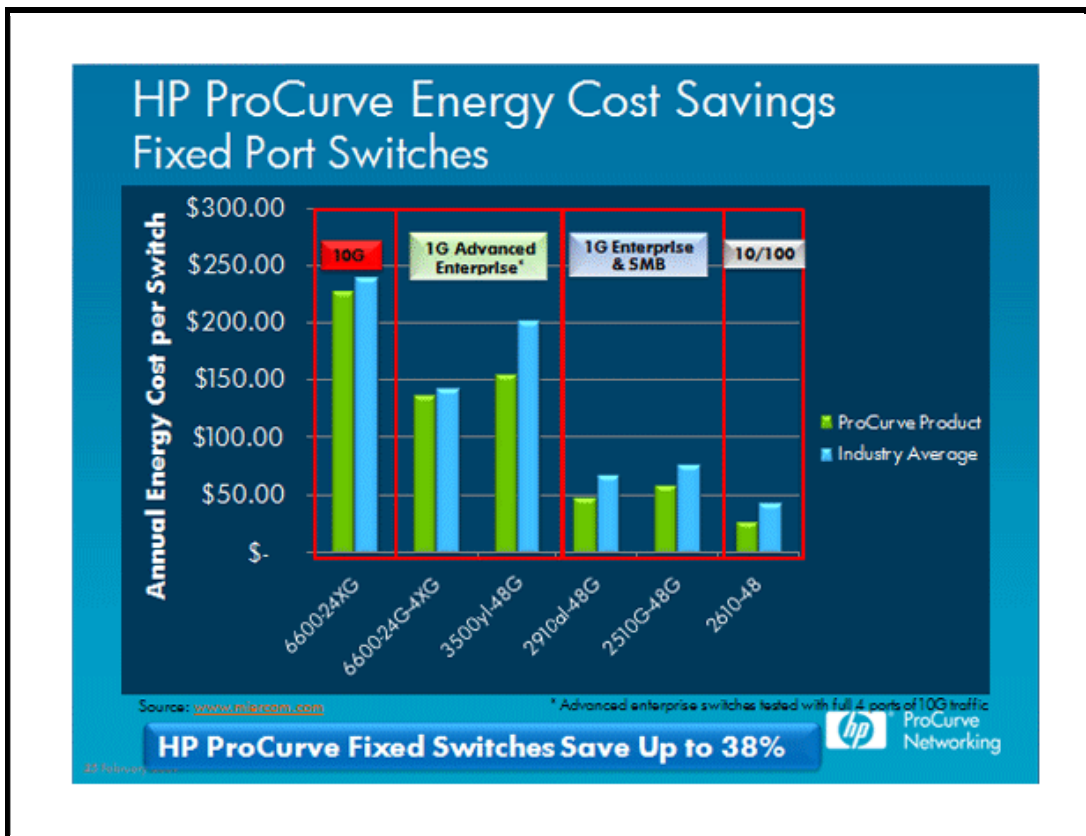
SOLICITATION NO.: ADSP012-00001223

PAGE
13

TITLE: Network Equipment and Services

OF
45

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



Source: www.miercom.com

JUNIPER

One of the most important ways we contribute to a more sustainable future is through our products. The New Network enables smarter energy grids, reduced travel needs (with Web, video and 3-D conferencing), improved resource allocation (such as that delivered by cloud computing), automated building management controls, and much more. All the connections and real-time data delivered by the New Network allow us to tackle hard problems, make better decisions, and create sustainable change.

As our reliance on the New Network grows, we have a responsibility to ensure that the energy used to power the New Network does not. Currently, information and communications technologies (ICT) are responsible for 2% of the world's carbon emissions. While the New Network enables other industries to achieve efficiencies and emissions reductions that far offset its own energy consumption, no industry gets a free pass on energy efficiency. Juniper is focused on ensuring the New Network is as efficient, as it is fast, reliable, and secure.

Sustainable Networking

Juniper believes environmental considerations and energy efficiency must be part of every product's design criteria. We are committed to sustainable networking; developing solutions that use energy more efficiently and minimize heat generation, without compromising on the security, performance or agility of the New Network. From the inception of any product, we look at the entire lifecycle to identify ways to reduce environmental impacts. We explore:

- **Design** – The design of each solution, from the materials and components to the features and functionality, can impact its energy efficiency. Our goal is to continue to bring to market the highest-capacity, highest-density solutions that provide customers the performance, scale, and security they need, while consuming the least amount of space, power, and cooling per unit of bandwidth.



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
14

TITLE: Network Equipment and Services

OF
45

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

• **Architecture** – *Simplicity in the overall network architecture can significantly reduce waste and maximize utility. We look at ways to collapse layers and reduce physical devices to create long-term power, space, and cooling savings capable of efficiently supporting the exponential growth and demand on the New Network.*

• **Product Lifecycle** – *Changes throughout the product lifecycle, from concept to delivery, can make a big difference in the product’s overall environmental impact. We look at every stage, from where materials are sourced and suppliers are located to how the products are packaged and transported to the customer, with the goal of identifying opportunities to reduce the impact of our solutions.*

The following are just a few highlights from 2010 that describe some of the ways in which we advanced sustainable networking to accelerate the benefits of the New Network.

Sustainable Design

Juniper looks at every aspect of the design of our solutions to identify ways we can reduce environmental impacts. We not only offer inherent energy efficiencies, but also enable customers to future-proof their network, which allows them to extend the life of their infrastructure and reduce waste associated with equipment replacement.

Sustainable Architecture

We look at ways to simplify and streamline the architectural design of the network to reduce the number of devices customers need to deploy. Fewer devices typically equates to a smaller footprint and a reduction in power and cooling requirements, which reduces the overall environmental impact.

Energy Efficiency Standards

We are committed to creating standards, so customers can understand the energy efficiency implications of their networking solutions and make informed, sustainable decisions around their infrastructure. Juniper jointly developed the Energy Consumption Rating (ECR) with Lawrence Berkeley Labs and IXIA . We then worked within international standards bodies, such as the International Telecommunication Union (ITU), to drive consensus around energy efficiency measurements for networking equipment. In 2010, the Alliance for Telecommunications Industry Solutions (ATIS) developed a comparable energy efficiency standard, called TEER, for different classes of networking equipment and adopted the ECR test methodology for measuring TEER. Juniper also joined Climate Savers Computing Initiative (CSCI) as a board member to help drive the Environmental Protection Agency (EPA) agenda for meaningful metrics for networking equipment that customers can use to understand and make buying decisions around the energy efficiency of network equipment.

- F. Offerors should submit detailed information on how technical support is handled and controlled. Also include what time frame can be expected for this service and all other additional pertinent or important information relating to this program.

Insight will assign a dedicated sales team specially trained to handle the vast requirements of the State and eligible agencies to this contract, and we will make every effort to ensure complete customer satisfaction. The Account Executive and Client Solutions Executives will assist initially with any inquiries and evaluate the client’s issues. This is the first step prior to engaging the manufacturer’s technical support operations center or local personnel and increases accuracy in relaying issues to internal or manufacturer technical support personnel. As needed, he or she can provide product information, assist with product returns, or engage the proper internal certified technical representative or manufacturer technical support personnel. If the problem or concern cannot be resolved within two hours of the initial call, the appropriate sales manager, Brian Louderback, Field Sales Manager or Vanessa Karman, Inside Sales Manager, will be notified and will monitor the progress until the problem has been resolved. We will make every effort to assure complete problem resolution within 8 – 12 hours of the initial call.



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
15

TITLE: Network Equipment and Services

OF
45

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

- G. Offerors must provide a detailed narrative of their maintenance programs including but not limited to the processes, locations sites, any maintenance agreement forms, coterminous alternatives, pricing, etc. A detailed narrative concerning any warranty dependencies shall also be provided.

Insight offers a variety of maintenance support services/solutions including Help Desk/Call Management, National Repair Center, Asset Disposition and Trade-In, Remarketing, and more. We have provided brief overviews of these services below.

National Repair Center

Our National Repair Center's flexible programs let you choose the level of service you need so you can gain the most value and financial return from your hardware investments.

*Hot spare replacements
Asset retrieval, refurbishment, redeployment and disposal
End-of-lease processing
Hardware upgrade program*

Help Desk/Solution Delivery Center

Insight offers support for our clients on all service projects, programs, dispatch and technical support 24/7 support whenever you need it

Trade-In & Remarketing Programs

Insight gives you options for managing your IT lifecycle more efficiently. Trade-in and remarketing programs allow you to use the value of existing assets to make new technology acquisitions more affordable. Insight can also help you safely and responsibly dispose of the systems that promise no economic return. Insight also offers refurbishment and redeployment services that provide cost-effective options for meeting growing user populations without buying new systems. Insight's "partnership strategy" allows you to generate revenue from your obsolete equipment. If there is any value in your retired computer equipment, Insight provides all the logistics to ensure that the retrieval process minimizes your costs. We will provide you with trade-in numbers and a remarketing approach for your marketable equipment. Insight can also hold equipment for later redeployment to other locations.

EPA-Compliant Asset Disposition

Insight has a customized asset disposition program that gives you the greatest economic return and cost efficiencies to your asset disposition challenges. The Insight team offers your company an easy and comprehensive asset disposition program that not only gives you the greatest value for your existing equipment but peace of mind that data security and systems disposition requirements are in full compliance. Insight's staff is educated on the latest EPA mandates on proper computer equipment disposal. Insight recycles and disposes of non-working or obsolete equipment in an environmentally and regulatory compliant manner. Certificates of Destruction can be provided as proof of regulatory disposal. Detailed reports listing equipment and serial numbers simplify management and reporting. We will erase all your data from your equipment and provide Certificates of Erasure as required.

CISCO

Cisco SMARTnet is an industry leading warranty support program, offering some of the best TAC services in the industry, and depot locations around the globe to provide local parts replacement. Cisco SMARTnet may be ordered at the point of sale or during the life of the product. Contract terms are offered for one, two, three, four, and five years. Cisco also offers a payment plan option through its lending partner, Key Government Finance. To utilize the payment plan option, a simple agreement is put in place between the customer and Key Government Finance.

Please refer to Cisco's End User License Agreement (EULA) for a full description of warranty terms.

Cisco maintains service depot locations in the following sites to serve the State of Arizona.

- Flagstaff, AZ



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
16

TITLE: Network Equipment and Services

OF
45

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

- Tempe, AZ
- Tucson, AZ
- Yuma, AZ
- Las Vegas, NV
- San Diego, CA

HEWLETT-PACKARD

HP Networking Product Warranty

HP networking products set the standards for quality and reliability, and come with warranties you would expect from HP. From industry-leading lifetime warranties (for as long as you own the product) through competitive one-year warranties, HP networking product warranties have been developed to complement a broad portfolio of HP services to effectively meet your needs.

HP networking product warranty policy details are at www.hp.com/networking/warranty.

Onsite response time specifies the period of time that begins when the initial service request is received and logged with HP and ends when the HP authorized representative arrives at the State's site. Response times are measured during the coverage window only and may be carried over to the next day for which there exists a coverage window. All response times apply only to sites located within 100 miles or 160km of an HP designated support hub. Travel to U.S. sites located within 200 miles (320 km) of an HP designated support hub is provided at no additional charge. If the site is located more than 200 miles (320 km) from the HP designated support hub, response times will be adjusted and additional travel charges may apply.

HP offers the support options listed in the table below for the proposed products. These support options are available through Care Packs that can be purchased at the time of product purchase that provide support for up to 5 years, or as annualized service agreements.

HP Networking Products - Hardware Service Levels

Option	Delivery Specifications
Next Business Day Exchange	HP will ship a permanent replacement product, freight prepaid, with next business day delivery for service calls received by HP during HP standard business hours. Calls must be received before 2:00 pm PST, Monday through Friday, excluding HP holidays, to activate HP Next Day Exchange for next-business-day delivery. This service provides a permanent replacement unit the following business day in most areas. Delivery time may vary based on geographic location. The replacement unit is shipped overnight via premium airfreight carrier to your location free of freight charges. Replacement units are refurbished to like-new condition and are free of major cosmetic defects. The State must return failed product to HP within ten (10) business days of customer's receipt of the replacement product. HP will ask the customer for their credit card number in the event the product is not returned to HP. Most areas within the continental
Next-day response, standard business hours (9x5)	An HP authorized representative will arrive at the State's site between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays, to begin hardware maintenance service during the next working day after the initial service request is logged. The service request must be received between 8:00 am and 5:00 pm local time, Monday through Friday excluding HP holidays. Service requests received after 5:00 pm will be logged the next business day and serviced on the following business day.
4-hour response, extended business hours (13x5)	An HP authorized representative will arrive at the State's site during the coverage window between 8:00 am and 9:00 pm local time, Monday through Friday excluding HP holidays, to begin hardware maintenance service within 4 hours of



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
17

TITLE: Network Equipment and Services

OF
45

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

Option	Delivery Specifications
	the initial service request being logged. The 4-hour response time is measured during the coverage window only. For calls received after 5:00 pm local time, the response time may be carried over to the next HP business day.
4-hour response, 24x7	An HP authorized representative will arrive at the State's site any time of day, any day of the year to begin hardware maintenance service within 4 hours of the initial service request being logged.
6-hour "Call to Repair"	HP Hardware Support Onsite Call-to-Repair provides an IT manager with a team of support resources to immediately begin troubleshooting the hardware product and ensure the availability of the hardware within a maximum of 6 hours from the time of the call receipt. HP Hardware Support Onsite Call-to-Repair is available for sites located within 50 miles (80 km) of a primary HP Support Office. For sites that are located within 51 to 100 miles of a primary HP Support Office an eight-hour hardware call-to-repair time commitment is provided.

HP Networking Products: Hardware and Software Service Level Options

Option	Delivery Specifications
Support Plus and Support Plus 24	<p>This package includes: on-site HW support with a 4-hour response time and a delivery window of 13 hours during standard office days (Support Plus) and 24 hours (Support Plus 24). Software Support with a service window of 13 hours a day standard business day (Support Plus) and 24 hours (Support Plus 24). Software Information, License to Use new versions of software and distribution of software updates.</p> <p>Once a software problem is logged, a Response Center Engineer will respond to your call within 2 hours. HP provides corrective support to resolve identifiable and customer-reproducible software product problems. HP also provides support to help customers identify problems difficult to reproduce. The customer receives assistance in troubleshooting problems and solving configuration parameters. HP provides usage assistance on the features of applications, operating systems, and utilities.</p>
Proactive 24	<p>HP Proactive 24 Service (P24) is an integrated hardware and software support solution designed to help you get more from your IT investment. HP Proactive 24 Service combines industry-leading technical assistance with proactive account services to cover the entire IT infrastructure, and to improve the IT environment's stability, availability, and operational effectiveness.</p> <p>HP Proactive 24 Service enables you to leverage HP best practices by providing access to HP's global technical expertise. An assigned Account Support Consultant will serve as your primary contact for proactive services within the HP support organization and will coordinate additional, specialized resources as necessary. Your Account Support Consultant begins by forming a close working relationship with you to understand your IT infrastructure and goals to assist you in identifying gaps in supportability. Your assigned Account Support Consultant will meet with you twice a year to ensure ongoing goal alignment and fulfillment of your support needs.</p> <p>Although problem avoidance through proactive measures is the goal, the HP Proactive 24 Service includes comprehensive assistance if hardware and software problems do occur. To ensure that your problems are resolved quickly, HP Proactive 24 Service includes 24x7</p>



Attachment One (1)

SOLICITATION NO.: ADSPO12-00001223

PAGE
18

TITLE: Network Equipment and Services

OF
45

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

Option	Delivery Specifications
	<p>support, with a two-hour response time for software issues, and a four hour on-site response commitment for hardware issues. In addition, HP is equipped with leading-edge remote technologies and tools to proactively monitor operations to reduce downtime and resolve problems in a timely manner.</p>
<p>Critical Advantage</p>	<p>Critical Advantage provides an assigned account team that knows your environment and business requirements and works with you collaboratively as an extension of your team. The Account Support Manager (ASM), Remote Support Account Advocate (RSAA), and Mission Critical Hardware Specialist (MCHS - available for customers choosing 6 hour call to repair reactive support level) provide best practices, knowledge transfer and act as advocates and technical advisors to help you meet your business/IT objectives.</p> <p>You can choose from a variety of hardware support options (6 Hour Call to Repair, 24x7 4 hour onsite response, or 13x5 4 hour onsite response). Incident response is managed through HP's Global Mission Critical Solution Center (GMSCC), providing mission-critical levels of rapid reactive support. Whichever hardware service level you choose, Critical Advantage software support includes 24x7 coverage, 2 hour standard response, and expedited response from the GMSCC for critical calls. Your named RSAA acts as your advocate, overseeing any escalations needed to resolve complex or interdependent issues.</p> <p>Your HP ASM works with you to develop your Account Support Plan. Your ASM will conduct annual support reviews, annual virtual/physical technology reviews, firmware and related driver analysis, patch analysis for OS and hypervisors, and facilitate HP remote tool setup. Your ASM acts as a single point of accountability, but leverages HP resources to facilitate best practices and knowledge sharing, and provides the proactive services needed to continuously improve performance and availability.</p> <p>You accumulate flexible credits depending upon the amount of Critical Advantage purchased and you may also purchase additional credits as needed. These credits can be used to address issues specific to your environment, such as performance tuning and capacity planning for virtualized environments, availability optimization, or mission-critical application migration to virtualized environments. Flexible credits can also be used for any Proactive Select service or for custom activities, as needed. Your ASM works with you to select and manage delivery of the services that meet your specific requirements.</p>
<p>Critical Service</p>	<p>HP Critical Service (CS) is a comprehensive support solution designed for businesses running mission critical applications which cannot tolerate downtime without significant business impact. HP Critical Service provides the right combination of proactive and reactive services designed to maximize availability and performance across your IT infrastructure. With fewer interruptions and less downtime, you will lower costs and gain competitive advantages in the marketplace.</p> <p>HP Critical Service maximizes your infrastructure's availability and performance through an ITIL-based (IT Infrastructure Library) framework of proven, integrated processes and best practices. HP assigns a support team of HP certified specialists knowledgeable in complex computing environments. This team begins by conducting an assessment of your infrastructure. The assessment's results are used to design a strategy to align your IT commitments and business goals.</p> <p>Your support team meets with you quarterly to discuss progress and ongoing alignment</p>



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
19

TITLE: Network Equipment and Services

OF
45

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

Option	Delivery Specifications
	<p>with your goals. Working closely with your IT staff and management, your HP Account Support Consultant—the leader of your assigned team—will further assist you by identifying and managing the delivery of state-of-the-art Technical Services for improvements in areas such as high availability, capacity management, change planning, and security.</p> <p>In the event that a critical problem occurs, HP Critical Service implements accelerated recovery and restoration processes. You receive a direct connection to HP’s specialists who take action to resolve the problem. In addition, HP commits to resolve your hardware problem within a maximum of 6 hours from the time of call receipt. Your team of HP certified specialists is equipped with leading-edge remote technologies and tools. These tools (with a range of capabilities including remote monitoring of your environment’s stability) help to minimize downtime, increase productivity, and yield a higher return on your IT investment.</p> <p>In order to meet your individual needs, the service is both modular and scalable. Different technology modules (server, storage, storage area networks (SAN) and networks) are purchased as applicable. The features contained in the different technology modules are delivered by teams who specialize in the appropriate technology areas. Integrating HP Critical Service into your mission critical computing environment enables HP to support your IT infrastructure end-to-end. HP joins you in your IT endeavors, allowing you to focus on your business and profitability.</p>

Please refer to the “Additional Information” following the responses to Attachment One for maintenance program information for the following manufacturers: HP, HP TippingPoint, Juniper, Syn-Apps.

- H. Offerors must thoroughly describe how product catalog information, including pricing shall be communicated, maintained and updated. Information shall include whether a designated website shall be utilized, and if so, a description of the website and its features including screen prints if available.

Insight eProcurement

Insight provides a total eProcurement solution for conducting product search and purchase. In addition, we offer best in class tools that will streamline the way the State of Arizona and other eligible purchasers manage procurement activity throughout the system.

The following are highlights of what we can offer to the State, but this is not exhaustive. We would welcome the opportunity to present a demonstration of our system, showing how it could be tailored to your users’ requirements.

▼ Search Tools

- **Keyword Search**— With Keyword Search, end-users will have the ability to type product description, title, part number, model, category and Boolean based searches. (ex: “Microsoft,” “Licenses,” “MS Office,” “269,” or “269-02512A”)



Solutions Services Products Why Insight

Search Our Product Catalog



Advanced Search

Federal

State

Local

K-12 Education

Higher Education

Public Safety



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
20

TITLE: Network Equipment and Services

OF
45

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

- **Advanced Search** – With advanced search, users will have the ability to drill-down by keyword, spare parts only, price range, category, sub-category, partial/full mfr. part number and in-stock/out-of-stock. (Ex: Software > Applications > Microsoft)

Try a Different Search

Keyword(s): (ie. Mfr Part. # or Description)	<input type="text"/>
Price Range:	From \$ <input type="text"/> to <input type="text"/>
Category:	All <input type="button" value="v"/>
Sub-Category:	Select A Category First
Manufacturer:	All <input type="button" value="v"/>

- **Product Menu** – Using our Product Menu, users will have the ability to select a category, and drill-down to a sub-category. (Ex: Networking > Bridges/Routers).

Insight Solutions Services Products Why Insight

Search Our Product Catalog

Notebooks	Desktops	Servers	Printers	Printer Consumables	Memory	Power Management
Netbooks	PC-Intel Processor	Blade Servers	Multifunction Printers	Toner Cartridges	RAM	UPS
Ultra Light Weight	PC-AMD Processor	Rack Servers	Laser Printers	Print Cartridges	Flash Memory	Surge Suppressor
Tablet	Workstations	Tower Servers	Ink-jet Printers	Solid Inks	Insight Memory Selector	Power Distribution Strip
High Performance	Thin Clients		Scanners	Print Ribbons		Power Adapter
Carrying Cases	Media Centers		Thermal Printers	Ink Tanks		Power Supply
Notebook Batteries	POS Systems		Printer Consumables	Drum Kits		
Docking Stations	Keyboards		Printer Accessories	Printheads		
	Pointing Devices			Fuser Kits		
	Desktop Accessories			Maintenance Kits		
Networking	Storage	Accessories	Cables	Monitors	Warranties	Software
Hubs/Switches	Hard Drives	Desktop Accessories	Computer Cables	LCD Monitors	Standard Warranties	Business Applications
Network Adapters	Removable Media	Printer Accessories	Networking Cables	Large Format	Complex Warranties	Creativity Applications
Bridges/Routers	Optical Drives	Monitor Accessories	Input Cables	Projectors		Security Applications
Networking Accessories	Network Storage	Projector Accessories	Storage Cables	Projection Accessories		Networking Applications
Wireless Products	Adapters/Controllers	Storage Accessories	Printer Cables	Televisions		Operating Systems
	Tape Drives/Libraries			Monitor Accessories		Software Licenses
	Storage Accessories					
	Storage Cabinets					
	Storage Cables					

U.S.

Categories Brands Deals

- **Narrow By** – With Narrow By, users will have the ability to filter search results using product attributes, manufacturer, price, approved products, keyword and in-stock/out-of-stock. The options selected act dynamically and reduce the number of results each time a user selects additional attributes.



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
21

TITLE: Network Equipment and Services

OF
45

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

Example:

User Action: User searches for product using Bridges/Routers category

Search Response: Search results shows products relative to keyword "bridge"

Narrow By Response: Narrow By provides user ability to filter using Narrow By specification attributes such as "Stock Status," "Manufacturer," "List Price Range," "Networking Type" and "Networking/Data Transfer Rate."

Narrow Your Results

Narrow By Keyword

SEARCH

Stock Status

In-stock Only

List Price Range

\$25 - \$50 (2)
\$50 - \$100 (23)
\$100 - \$250 (42)
\$250 - \$500 (54)
\$500 - \$750 (40)

More Choices...

Networking / Type

Router (462)
Wireless router (83)
Modular expansion base (27)
Bridge (3)
Network stacking module (1)

Networking / Data Transfer Rate

10 - 20 megabits/sec (10)
50 - 60 megabits/sec (8)
70 - 80 megabits/sec (1)
100 - 200 megabits/sec (40)
300 - 400 megabits/sec (12)

More Choices...

Networking / Switching Protocol

Ethernet (123)
Token Ring (5)
X.25 (2)
Frame Relay (1)

Networking / Data Link Protocol

Gigabit Ethernet (190)
Fast Ethernet (148)
IEEE 802.11g (89)
10 Gigabit Ethernet (10)

Displaying 631 results for:

Bridges / Routers ~~×~~ > CISCO SYSTEMS ~~×~~ > "bridge" ~~×~~

Add to Compare List Compare Selected Items Sorted By: Manufacturer

Cisco router Call for Availability

Type: Router
Data Link Protocol: Gigabit Ethernet
Mfr Part #: CISCO2921K9-P1

USD \$5,049.99

ADD TO ORDER

Compare Similar

Cisco 871 ECT - Dual Ethernet Security Router - router - desktop Call for Availability

Type: Router
Data Link Protocol: Fast Ethernet
Mfr Part #: CISCO871-K9-ECT

USD \$958.99

ADD TO ORDER

Compare Similar

Cisco 803 - router - ISDN/Mdm - desktop - refurbished Call for Availability

Type: Router
Data Link Protocol: X.25
Data Transfer Rate: 10 megabits/sec
1 year warranty
Mfr Part #: CISCO803-RF

USD \$156.99

ADD TO ORDER

Compare Similar

- **Dynamic Breadcrumb Trail** – With Dynamic Breadcrumb Trail, users will take advantage of a highly functional trail that can remove search options and/or change them via a one-click action. (Ex: All > Applications > Microsoft)

Narrow Your Results

Displaying 4 results for:

Bridges / Routers ~~×~~ > CISCO SYSTEMS ~~×~~ > \$500 - \$750 ~~×~~ > 512 MB ~~×~~ > "bridge" ~~×~~



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
22

TITLE: Network Equipment and Services

OF
45

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

- **Compare Similar** – With Compare Similar, users will be able to search for similar products with one click. Compare similar will provide matches at an individual product level.

[HP Compaq Business Notebook 6730b - Core 2 Duo P8600 2.4 GHz - 15.4" TFT](#) 41 In-stock



- Intel Core 2 Duo 2.4 GHz processor; 2 GB DDR2 SDRAM
 - 250 GB hard drive; DVD±RW (+R DL) / DVD-RAM; 15.4 in display; IEEE 802.11g
 - Microsoft Windows Vista Business / XP Professional downgrade
 - 3 years warranty
 - EPEAT Silver
- Mfr Part #: KS180UT#ABA

Lowest Price:
\$978.11

U.S. COMMUNITIE...
[More Prices available](#)

ADD TO ORDER



[Compare Similar](#)

- **Sort By** – Sort By offers the ability to filter search results using price, product name, manufacturer and best sellers.



[Add to Compare List](#)



[Compare Selected Items](#)

Sorted By

- Best Sellers
- Manufacturer
- Product Name
- Price Low to High
- Price High to Low
- Best Sellers



- Intel Core 2 Duo 2.4 GHz processor; 2 GB DDR2 SDRAM
 - 250 GB hard drive; DVD±RW (+R DL) / DVD-RAM; 15.4 in display; IEEE 802.11g
 - Microsoft Windows Vista Business / XP Professional downgrade
 - 3 years warranty
 - EPEAT Silver
- Mfr Part #: KS180UT#ABA

U.S. COMMUNITIE...
[More Prices available](#)

ADD TO ORDER



[Compare Similar](#)



Available Product Information

- **Real-Time Data Feeds** – We can provide the State with the following real-time data feeds:

Stock Availability

Software License Information

Product Catalogs

Product Information (description, product number and more)

Reports

Order Tracking Information

Shipping Locations

Billing Locations

Invoices

Price (contract/cost/mark-up)

Customer Inventory

Quotes



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
23

TITLE: Network Equipment and Services

OF
45

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

- **Product Information (Search Results)** – We can provide eligible users the following product information and search tools on search result pages:

Stock Availability	Product Title	Compare Similar
Full Specifications	Product Image	Narrow By
Quick Specifications	Add to Cart	Bread Crumb Trail
Real-time Stock	Product Compare	Sort By
Price (contract/cost/mark-up)	Customer Inventory	Matched Categories
Product Highlights	Approve Item Flag	Insight Suggests
Mfr/Publisher Part Number	Product Evaluation	Add To Order

- **Product Information (Product Presentation Page)** – We can provide University users the following product information and search tools on product presentation pages:

Price (contract/cost/mark-up)	Technical Specs	Search for Similar
Product Title	Accessories	Compare to Similar
Product Information	Product Image	View Printable Page Tool
Mfr/Publisher Part Number	Real-Time Stock	Email This Page Tool
Product's UNSPSC Code	Customer Inventory	Bread Crumb Trail
Product Highlights	Approve Item Flag	Add To Order
Product Disclaimer Information	Product Evaluation	

▼ Order and Invoice Management

- **Order Tracking/History** – With Order Tracking/History, eligible users will view and retrieve real-time data feeds ranging from order status, summary and detail to shipment information, tracking number and item detail.

We can turn “on” or “off” Order Tracking/History to individual users if the State wishes to impose restrictions or extend the functionality.

The following Order Tracking/History search tools will be available to those with access:

Search Methods	Filter Capability	Sort By
Web Reference No.	All Orders	Order Date
Order Number	Open Orders	Order Number
Purchase Order	Invoiced Orders	City
Date Range	My Orders (per account user)	Purchase Order No.
		Ship Date

The following Order Tracking/History information will be available to those with access:

All Orders Page	Order Summary Page	Item Detail Page
Order Number	Order Number	Account Number
Purchase Order No.	Account Number	Date Ordered
Web Reference No.	Date Entered	Order Number
Order Type	Purchase Order Number	Date Shipped
Date Shipped	Order Status	Purchase Order Number
Date Entered	Payment Type	Item Delivery Status
Shipped To	Credit Status	Item Status
Export to Excel	Online Check-out Fields	Shipping Carrier
Print Order Tool	Order Delivery Status	Item Rejection Status
Track Order Tool	Ship To	Purchase Order No.



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
24

TITLE: Network Equipment and Services

OF
45

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

	<i>Bill To</i>	<i>Billed To</i>
	<i>Item Part Number</i>	<i>Shipped To</i>
	<i>Item Description</i>	<i>Item Part Number</i>
	<i>Item Quantity Ordered</i>	<i>Item Description</i>
	<i>Item Quantity Shipped</i>	<i>Item Quantity</i>
	<i>Item Unit Price</i>	<i>Item Unit Price</i>
	<i>Item Total Price</i>	<i>Item Total Price</i>
	<i>Order Shipping Price</i>	<i>Invoice Number(s)</i>
	<i>Order Tax Price</i>	<i>Serial Number(s)</i>
	<i>Order Subtotal Price</i>	<i>Carrier/Tracking No</i>
	<i>Order Total Price</i>	<i>Track Shipment (real-time)</i>
	<i>Track Shipment (real-time)</i>	<i>Email Tracking Information</i>
	<i>Item Detail Page link</i>	

- **Invoice History** – With Invoice History, eligible users will view and retrieve real-time invoice status, summary and detail

We can turn “on” or “off” Invoice History to individual users if the State wishes to impose restrictions or extend the functionality.

The following Invoice History search tools will be available to those with access:

Search Methods	Filter Capability
<i>Web Reference Number</i>	<i>Invoice Number</i>
<i>Order Number</i>	<i>Invoice Date</i>
<i>Purchase Order</i>	<i>Invoice Status</i>
<i>Date Range</i>	
<i>Invoice Number</i>	

The following Invoice History information will be available to those with access:

All Invoices Page	Invoice Summary Page
<i>Invoice Number</i>	<i>Invoice Number</i>
<i>Invoice Date</i>	<i>Invoice Date</i>
<i>Payer</i>	<i>Order Number</i>
<i>Total Invoice Amount</i>	<i>Purchase Order Number</i>
<i>Invoice Status</i>	<i>Account Number</i>
<i>Order Number</i>	<i>Payment Terms:</i>
<i>Purchase Order Number</i>	<i>Sales Representative Name</i>
<i>Print Invoice</i>	<i>Sales Representative Phone Number</i>
<i>Track Shipment</i>	<i>Technical Support Number</i>
	<i>Ship To Location</i>
	<i>Bill To Location</i>
	<i>Print Invoice</i>
	<i>Track Order Shipment</i>
	<i>Item Part Number</i>
	<i>Item Description</i>
	<i>Item Quantity Shipped</i>
	<i>Item Unit Price</i>
	<i>Item Total Price</i>
	<i>Order Subtotal Price</i>
	<i>Order Tax Price</i>
	<i>Order Total Price</i>
	<i>Track Shipment (real-time)</i>



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
25

TITLE: Network Equipment and Services

OF
45

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

▼ Customer Reports

- **Customer Reports**– With Customer Reports, users will have the ability to generate and download ad hoc, open order, invoiced order, overall sales (purchase) status and customer-owned inventory reports

We can turn “on” or “off” Customer Reports to users if managers wish to impose restrictions or extend the functionality.

Below is an overview of Insight’s Customer Reports tool:

Open Order Report - this report provides information regarding all open orders. Prior to generating open order report, users will have the ability to filter using various criteria. Once the Customer Report tool generates an open order report, users can then download the data into Excel for further manipulation.

Full Search

Type of Information to Search: [Orders](#) | [Purchase Orders](#)

Note: Maximum order search range is 1 year.

Limit Searches to: All Orders Open Orders Invoiced Orders My Orders

Limit Searches by Account: My Current Account All My Accounts All Accounts This Account [Select Account](#)

Limit Searches by Web Grp: My Current Web Grp All My Web Grps All Web Grps

Date Range

Sort/Limit Results By: Ascending Descending Rows

SEARCH

Invoiced Order Report - this report provides information regarding all invoiced orders. Prior to generating invoice order report, users will have the ability to filter using various criteria. Once the Customer Report tool generates an invoiced report, users can then download the data into excel for further manipulation.

Full Search

Type of Information to Search: [Orders](#) | [Purchase Orders](#)

Note: Maximum order search range is 1 year.

Limit Searches to: All Orders Open Orders Invoiced Orders My Orders

Limit Searches by Account: My Current Account All My Accounts All Accounts This Account [Select Account](#)

Limit Searches by Web Grp: My Current Web Grp All My Web Grps All Web Grps

Date Range

Sort/Limit Results By: Ascending Descending Rows

SEARCH



Attachment One (1)

SOLICITATION NO.: ADSPO12-00001223

PAGE
26

TITLE: Network Equipment and Services

OF
45

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

Overall Sales (Purchase) Status Report - This report provides a combination of open/invoiced order detail. Prior to generating overall sales (purchase) status report, users will have the ability to filter using various criteria. Once the Customer Report tool generates an overall sales (purchase) status report, users can then download the data into excel for further manipulation.

Full Search

Type of Information to Search: [Orders](#) | [Purchase Orders](#)

Note: Maximum order search range is 1 year.

Limit Searches to: All Orders Open Orders Invoiced Orders My Orders

Limit Searches by Account: My Current Account All My Accounts All Accounts This Account [Select Account](#)

Limit Searches by Web Grp: My Current Web Grp All My Web Grps All Web Grps

Date Range To

Sort/Limit Results By: Ascending Descending Rows

SEARCH

Customer Owned Inventory – this report provides information regarding “customer-owned” inventory. Users can download the report using a comma delimited or excel format.

Client Reporting

Software Summary Reporting

- [Top Manufacturer Summary](#)
- [Purchase Summary by Manufacturer](#)
- [Purchase Summary by Item Purchased](#)
- [Purchase Summary by Shipping Location](#)
- [Purchase Summary by Billing Location](#)
- [Totals by Year and Month](#)
- [Product Type Summary by Manufacturer](#)
- [Purchase Activity Detail Report](#)
- [Product Total Sales by Quantity](#)
- [Product Total Sales By Manufacturer](#)
- [Order Confirmation Detail Report by Purchase Order](#)
- [Open Purchase Order Report](#)
- [Detail Data File](#)
- [Detail by Client PO](#)

Ad Hoc – With Ad Hoc, users will have the ability to create reports using various sets of criteria. In, addition, ad hoc will provide the ability to download standard report templates created by Insight. Each report and template can then be downloaded into excel for further manipulation.



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
27

TITLE: Network Equipment and Services

OF
45

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

Ad Hoc – Report Templates

Customer Reports: Ad Hoc Report Templates

[Create New Template](#)

Template Name	Load Template	Edit Template	Delete
There are no Ad Hoc Report Templates to display. Create a Template			

Note: You cannot Edit or Delete Templates you have not created.

[\[Back\]](#)

Ad Hoc – Generate A Report

Customer Reports: Ad Hoc Reporting

Default Filters

Select: Order Date -OR- Invoice Date

Date Range: 03/16/2005 to 04/15/2005
Note: Maximum date range is 31 days.

Order Type: All

Capital Budget Code:

Location Code:

Account Code:

Custom Filters

Cost Center:

Department Code:

Additional Reporting Fields

Note: By default, the above fields in Default/Custom Filters will be returned in results.

Available Fields:

- Asset Tag
- Bill to Account Number
- Bill to Company
- Carrier
- Category
- Country
- Customer SKU
- Delivery Priority
- Extended Price
- Freight Charge From Invoic

Selected Fields to Return:

(Double click selections to move)

Template Name: [Save as Template](#)
(Template Name required only when saving as template.)

[Reset](#) .XLS File .CSV File [Download](#)

[\[Back\]](#) **Note:** Downloading reports may take a few minutes.



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
28

TITLE: Network Equipment and Services

OF
45

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


▼ Customer Documents


- **Customer Documents** – With customer documents, users will view various kinds of reports such as product matrix, purchase activity, announcements and much more. In addition, users can utilize customer documents to post different types of contract or specific reports.


We can turn “on” or “off” viewing of customer documents to individual users if the State wishes to impose restrictions or extend the functionality.


Customer Documents


Below are your downloadable files.


-  [Check-out Help for Buyers](#)
Download this PDF to learn more about your website's check-out feature


-  [Product Help \(Guide to finding product details\)](#)
Select this presentation to learn how you can search and locate an item's product detail page.


-  [Standards Help](#)
Select this presentation to learn how to search and buy your agency's technology standards online.

-  [Order Tracking/History Overview](#)
Select this powerpoint presentation to learn more about your agency's order tracking/history tool

-  [PC & TP Descriptions](#)

-  [PC Optical Drive Descriptions](#)
Click for definitions

-  [Saving Items to Cart](#)
Click here to download your tutorial



▼ Automated Report Delivery (Email/EDI/FTP)

- **Automated Report Delivery** – We can deliver specific reports via FTP, EDI and email. The reports can include multiple data sets and combination.

An example client-specific report may include:

Sold to (Account Number)	Unit Price	Ship Name
Bureau Code (Cost Center)	Total Price	Ship Street
Login ID (Contact Partner)	Asset Number	SHIP_CITY
Order No	Class Description	Ship_to_Region (State)
Order Date	Line Item Number	Ship_to_ZIP
Invoice No	Quantity	PC Received Date
Invoice Date	Purchase Order Number	LAB Completion Date
Material Number	Vendor Name	Vendor Ship Date



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
29

TITLE: Network Equipment and Services

OF
45

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

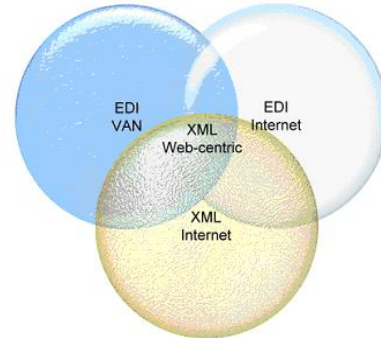
B2B Implementation and EDI Capabilities

Insight utilizes a number of third party e-procurement services or portals to help streamline the procurement and invoicing processes of our public sector clients. We are very experienced in this area and currently have a number of public sector clients engaged with us via either a B2B or EDI procurement experience. We have a dedicated EDI team who will work closely with each individual client to meet their electronic commerce needs.

Insight is currently partnered with the following third party services:



- ⇒ Ariba
- ⇒ Perfect Commerce
- ⇒ Oracle Exchange
- ⇒ GXH
- ⇒ Enterprise Buyer Professional (SAP)
- ⇒ XIGN
- ⇒ And many others...



We can integrate directly with any procurement tool that utilizes an XML, xCBL, cXML format. Shopping is done through a secure portal that is accessible via PunchOut, Roundtrip, Tapout, etc. Insight also supports a static catalog option as well. In addition to the above, Insight can receive and send standard EDI transmissions via: HTTP, HTTPS, GXS VAN, AS2, PGP, FTP, and SFTP.

Below is a list of the standard ANSI X.12 transactions Insight currently supports:

850: Inbound/Outbound POs

855: Inbound/Outbound PO Confirmations

870: Inbound Purchase Order Status

832: Inbound/Outbound Price Catalogs

834: Outbound Benefits File

824: Inbound/Outbound Application Advice

820: Inbound Remittance Advice

810: Inbound/Outbound Invoice

867: Outbound Sales

846: Inbound/Outbound Inventory

856: Advanced Shipping Notification

860: Inbound Purchase Order Change

214: Inbound Proof of Delivery

215: Motor Carrier Pick-up Manifest

180: Returned Goods Authorization



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
30

TITLE: Network Equipment and Services

OF
45

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

Capacity of Offeror

A. The following bulleted information shall be provided:

- Full legal company name.
Insight Public Sector, Inc.
- Year business started
Insight Public Sector, Inc. was incorporated in 1994.
- State of incorporation or headquarters
Insight Public Sector, Inc. is incorporated in Illinois and is a wholly-owned subsidiary of Insight Enterprises, Inc., headquartered in Tempe, Arizona.
- Are you a United States corporation?
Yes
- Tax identification number
36-3949000
- Brief company history
Insight Enterprises Inc. (Insight), one of the nation's premier providers of information technology products, software and advanced IT services, was founded in 1988 and became a publicly traded company in 1995, selling its stock on the NASDAQ under the ticker symbol NSIT. Our business is to provide technology solutions, products and services to Fortune 500 corporations, small and medium businesses, valued-added resellers, government, education, non-profit agencies and other major organizations. As a single source solutions provider we also deliver a full range of advanced services and have the expertise to help businesses, the public sector, and non-profit organizations make the most of their technology investments. Insight offers vendor-neutral IT product choices with the broadest selection available in the industry, complemented by advanced service and custom configuration capabilities, all through a single point of contact.

The combined Insight companies and their subsidiaries represent a \$4.8 billion global enterprise and are the largest single source solution provider of computer technology and services in the USA, as well as a leading provider in Canada and the United Kingdom. Currently, Insight is ranked number 471 on Fortune Magazine's 2011 "Fortune 500" list. It is interesting to note, 416 of the global Fortune 500 companies are Insight clients.

Additional Insight Achievements include:

- *At the 2010 Cisco Partner Summit, Insight was the recipient of four awards: National Technology Excellence Partner of the Year - Advanced Technologies; Public Sector Higher Education Partner of the Year; Collaboration Partner of the Year - South; and Cisco Capital Partner of the Year - West.*
- *HP Networking: DRC Elite Partner for HPN
Avnet's HPN Partner of the Year - 2010*
- *At the inaugural CRN Tech Elite 250, Insight was recognized as a best-of-breed integrator who has invested in technical know-how and earned premier certifications in the areas of data center and infrastructure for North American customers. The Tech Elite 250 serves as the industry's definitive list of VARs with both deep technical expertise and premier certifications.*
- *Insight was named a VIP Premier partner of the Virtual Computing Environment (VCE) coalition, formed jointly by Cisco and EMC with VMware. This certification authorizes Insight to augment, resell and deliver the Vblock™ Infrastructure Package.*



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
31

TITLE: Network Equipment and Services

OF
45

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

- *At the SAP Pinnacle Awards Insight was awarded as the top 2010 Volume Business Unit for Distribution Partners. SAP Pinnacle Awards is SAP's global partner award program which recognize SAP partners who have excelled in developing their partnership with SAP and our mutual business by providing quality products, solutions, and services to our customers.*
- *Insight is ranked No. 10 on the 2011 VAR500 ranking of the largest solutions providers*
- *CRN TechElite 250 listing of solutions providers with highest number of top-level certifications*
- *IDC G.R.A.D.E. (Green Recycling and Asset Disposal for the Enterprise) certified IT Asset Disposal Services*
- *Insight is positioned in leading analyst's firms Magic Quadrant for Communication Outsourcing and Professional Services (COPS) North America*
- *We are ranked the No. 1 Computer Retailer in the 2010 Ranking Arizona, and the Phoenix Business Journal Book of Lists 2009*

Insight Public Sector, Inc. (Insight), a subsidiary of Insight Enterprises, was incorporated in 1994 and has become one of the nation's leading computer resellers and trusted technology partners of educational institutions and of federal, state, and local governments by providing quality products, competitive pricing and comprehensive service and support.

Insight offers the benefits of working with an industry leader along with the personalized services that builds lasting partnerships. Insight Public Sector holds over 180 federal, state, local, education and non-profit contracts, including contracts with the General Services Administration. In addition, our participation in many state contracts gives us a solid market share of government technology sales. We are currently listed on statewide agreements in 25 states. Insight also holds local government and education contracts for computer equipment and services in 33 states. Highly specialized teams are dedicated to each market offering customized solutions that range from initial consulting, procurement and product delivery to maintenance and support.

Focused on adding value and delivering suitable IT improvement plans for complete life cycle management, Insight provides a comprehensive array of advanced services, resources, and strategies from a centralized source to help you manage your changing technology needs.

- **Does another company own you? If so, provide the corporate structure**
Insight Public Sector, Inc. is a wholly-owned subsidiary of Insight Enterprises, Inc.
- **Do you own other companies? If so, provide the corporate structure**
No
- **Location of company headquarters**
Insight North America - Tempe, Arizona
Insight Public Sector, Inc. – Bloomingdale, Illinois
- **Current number of people employed**
The Insight companies currently employ 5,000+ personnel worldwide. IPS has over 130 SLED sales and sales support staff located throughout the United States.
- **Current number of sales locations**
Insight has 44 office locations and over 30 home-based offices, with three office locations in Arizona, including the Insight North America headquarters and Networking Operations Center in Tempe. Additionally, we support our clients with a national services team of 530 staff members, for a combined total of 660 sales and technical resources at your disposal.



Attachment One (1)

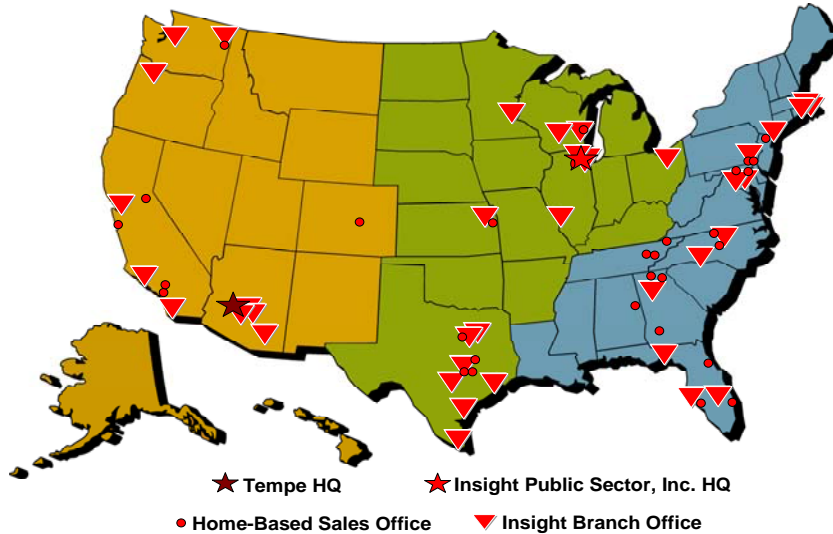
SOLICITATION NO.: ADSP012-00001223

PAGE
32

TITLE: Network Equipment and Services

OF
45

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



- Current number of service locations
Insight has multiple service locations throughout the United States. As it pertains to this RFP, our corporate headquarters is located in Tempe, Arizona and we have several local offices.
6820 S. Harl Avenue, Tempe, AZ
1305 West Auto Drive, Tempe, AZ
910 West Carver Road, Suite 110, Tempe, AZ
1620 West Fountainhead Pkwy., Suite 400, Tempe, AZ – Remote Network Operations Center

We will also work with proposed manufacturers to provide the best service to State of Arizona customers. For example, Cisco maintains service depot locations in the following sites to serve the State of Arizona.

- Flagstaff, AZ
- Tempe, AZ
- Tucson, AZ
- Yuma, AZ
- Las Vegas, NV
- San Diego, CA

- Are you a public or private corporation?
Insight is a publicly traded corporation.
- Stock symbol, if publicly traded
Insight Enterprises, Inc.'s Common Stock is traded on the NASDAQ under the ticker symbol NSIT.
- Is your Company currently involved in any litigation in which an adverse decision might result in a material change in the Company's financial position or future viability?

As a publicly traded company, Insight Enterprises, Inc. and its wholly-owned subsidiaries, which includes Insight Public Sector, are required to disclose company information in accordance with rules of the Securities Exchange Commission. From time to time Insight is a party to various legal proceedings arising in the ordinary course of business. In the event Insight is a party to a legal proceeding that is material to Insight Enterprises, Inc., Insight discloses information about any such litigation its reports



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
33

TITLE: Network Equipment and Services

OF
45

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

filed with the Securities Exchange Commission. Litigation is inherently unpredictable. However, it is management's belief that the Company has valid defenses with respect to material legal matters pending against us, as well as adequate provisions for any probable and estimable losses. It is possible, nevertheless, that the results of Insight Enterprises, Inc.'s operations or cash flows could be affected in any particular period by the resolution of a legal proceeding. Reports filed with the Securities Exchange Commission by Insight Enterprises, Inc. can be found on the Insight website at http://www.corporate-ir.net/ireye/ir_site.zhtml?ticker=NSIT&script=1901 or at <http://www.sec.gov>.

The information above is updated regularly and may have been updated in Insight Enterprises, Inc.'s more recent public filings, which can be located at either of the web sites mentioned above.

- Capacity and potential company growth or development.

Insight historically not been adversely affected by inflation, as technological advances and competition within the IT industry have generally caused the prices of the products we sell to decline and product life cycles tend to be short.

Our strategy may include the possible acquisition of or investments in other businesses to expand or complement our operations. The magnitude, timing and nature of any future acquisitions or investments will depend on a number of factors, including the availability of suitable candidates, the negotiation of acceptable terms, our financial capabilities and general economic and business conditions.

"Solid sales performance combined with significant operating leverage led to double digit earnings growth and operating margin expansion in the third quarter," stated Ken Lamneck, President and Chief Executive Officer. "We executed very well to optimize our sales performance and continued to tightly manage our costs during the quarter."

In North America, net sales for the third quarter of 2011 were up 5% from the third quarter of 2010. Net sales of hardware and services increased 7% and 15%, respectively, year over year, while net sales of software decreased 1% year to year. Gross profit was up 4% year over year.

The Company expects demand for hardware and services in the remainder of 2011 to be consistent with levels experienced in the third quarter. Additionally, the Company expects software sales to increase from the third quarter due to seasonality in that category.

B. Current Customer Base

- Total number of current Customers who are using the specific equipment being proposed for this RFP. Information shall include the Name of the Customer, specific equipment that was deployed including quantities, and description of any services provided. Information should not be older than five (5) years old.

Insight Public Sector has had over 2,000 clients who have purchased networking products and/or services during the last twelve months. 184 of those clients are Arizona entities, including state and local government agencies, as well as K-12 and higher education entities. Products purchased range from networking routers, bridges, hubs, switches, and accessories, and services include warranty services, advanced integration, asset management, custom configuration, deployment, help desk and implementation. Given our extensive client list, we have elected to provide the State a short list of clients located within Arizona as proof of our experience in providing network equipment and services. Should the State desire further confirmation of Insight's experience in this area, we would be happy to provide additional information upon request.



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
34

TITLE: Network Equipment and Services

OF
45

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

Arizona Commerce Authority

333 North Central Avenue
Suite 1900
Phoenix, AZ 85004

We have deployed equipment and professional services for the entire routing and switching infrastructure, including assistance in review, plan, design, implementation, and annual warranty management. This encompassed the move to a new main office location and the set up of satellite office communication.

Arizona Department Of Administration

100 N 15th Ave, Suite 201
Phoenix, AZ 85007

We have provided equipment for their routing, switching, and firewalling infrastructure, including assistance in review, plan and design.

Arizona Health Care Cost Containment System

701 E. Jefferson Street MD
Phoenix, AZ 85034

We have worked with and provided networking equipment to AHCCCS for many years now using the existing State of Arizona Networking contract.

Arizona Department of Corrections

2500 E VAN BUREN ST
Phoenix, AZ 85008-6037

We have worked with and provided networking equipment to Arizona Department of Corrections for many years now using the existing State of Arizona Networking contract.

Additional references:

IPS respects and honors the wishes of our clients who act as references. Therefore, we respectfully request that you contact your account representative prior to contacting any client references so our representatives may properly maintain client relationships, and notify our clients from whom to expect contact. We appreciate your cooperation in this regard.

Pima County

Contact: Dan Hunt
Enterprise Communications Manager
Pima County Information Technology
33 N. Stone, 12th Floor
Tucson, AZ
Office: 520-243-7375 (Site Code 12)
Email: Dan.Hunt@pima.gov

We have assist the client with all Cisco routing and switching infrastructure for the past 6+ years. We have also been assisting with their Cisco Optical Sonet. We have monthly meetings with the client for planning and design and quarterly meetings with their warranty management.

City of Tucson

Contact: Chris Ferko
Network Operations Manager
Acting NS Administrator
Office (520) 837-6009
Cell (520) 349-3693
Email: Christopher.Ferko@tucsonaz.gov

We assist the client with all Cisco routing and switching infrastructure. We have also had an engineer onsite to assist with networking projects.



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
35

TITLE: Network Equipment and Services

OF
45

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

Glendale Elementary USD #40

7301 North 58th Ave, Glendale, AZ 85301
Contact: Robert Werhanowicz, Director of Technology
Email: RobertW@gesd40.org
Phone: (623) 842-8116

Yavapai College

6955 Panther Path, Prescott, AZ 86314
Contact: Ed Schultz, Director of Technology
Email: Ed@YC.EDU
Phone: (928) 776-2168

- Information about any Manufacturer Programs sponsored by and attended by your Company and Staff.

CISCO

As a Cisco Gold Partner, Insight is a leading provider and partner in the implementation of Cisco's networking technologies. Insight has been recognized as one of Cisco's leading U.S. network integrators, providing a portfolio of services for the public sector, commercial, and enterprise markets.

Insight has earned prestigious Master Specializations in Unified Communications, Security and Managed Services from Cisco. With these Master Specializations, Cisco recognizes an elite group of channel partners who have the most in-depth technology skills and a track record of client success in selling, deploying and supporting sophisticated Cisco security solutions.

Due to our knowledge and skills in emerging technologies, Cisco has invited Insight to participate in several Authorized Technology Partner (ATP) certifications. The Cisco ATP designation enhances a partner's value and provides Insight the opportunity to enter new markets and develop the skills to deliver these solutions with high client satisfaction. Insight currently holds the following Cisco ATP designations: TelePresence, Unified Contact Center Enterprise, Rich Media Communications, Customer Voice Portal, Video Surveillance and Unified Computing Systems.

- 2011 National Technology Excellence Partner of the Year – Advanced Technologies; U.S./Canada
- 2011 Public Sector Higher Education Partner of the Year; U.S./Canada
- 2011 Collaboration Partner of the Year – South Region; U.S./Canada
- 2011 Cisco Capital Partner of the Year – West Region, U.S./Canada

Certification
<i>Master Security Specialization</i>
<i>Master UC Specialization</i>
<i>Master Managed Services</i>
<i>Advanced Data Center Networking Infrastructure</i>
<i>Advanced Routing & Switching</i>
<i>Advanced Security</i>
<i>Advanced Unified Communications</i>
<i>Advanced Wireless LAN</i>
<i>Cisco Authorized DMS Partner</i>
<i>Cisco Authorized Unified Meetingplace Partner</i>
<i>Small Business Specialization</i>



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
36

TITLE: Network Equipment and Services

OF
45

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

HEWLETT-PACKARD

Insight is fully authorized for all of HP's product lines and has enjoyed a direct relationship with HP for over 19 years. Selling over \$500 million annually in HP products, Insight is one of the top two resellers in the United States. This status allows Insight to participate in the following exclusive programs:

- *Insight is one of a select group of Prime Partners who holds a Volume Purchase Agreement allowing us to purchase most HP products directly at one of the deepest discounts available.*
- *Insight is a Platinum Partner, the highest status of channel partnership HP offers*
- *Insight is one of HP's largest US Resellers (top 2)*
 - *Dedicated HP Team – 10 people dedicated to Insight*
 - *26 Insight-badged dedicated HP resources*
 - *Insight receives immediate product lifecycle updates, training, programs, etc.*
 - *Executive Sponsors within HP*
 - *Public Sector Elite*
- *Insight is a select partner in many of HP Partner Initiatives*
 - *Insight sits on the HP Operations Council, advising operational enhancements*
 - *Insight is a member of the Reseller Advisory Council*
 - *Insight is a Star Certified authorized repair center for Hewlett-Packard*
- *HP recognizes Insight's "best in class" Advanced Integration Services and uses us as a partner for Integration Services*
- *DRC Elite Partner for HPN*
- *Avnet's HPN Partner of the Year - 2010*

The following is a list of our HP Certifications, HP Service Authorizations, and Insight teammate certifications that relate to HP products:

HP Certifications	HP Service Authorizations
<i>HP Public Sector Elite</i>	<i>HP BCS National Authorization</i>
<i>HP PartnerOne Healthcare Elite</i>	<i>HP Integrity 2 & 4 way (all OS)</i>
<i>HP Blade Elite</i>	<i>HP 9000 PA-RISC Servers (HP-UX)</i>
<i>HP Storage Elite</i>	<i>HP Software Gold Partner</i>
<i>HP Services Elite</i>	<i>HP Enterprise Storage</i>
<i>HP ProCurve Elite</i>	<i>HP BTO Software</i>
<i>HP STAR-CSE</i>	<i>HP Printers Service</i>
<i>HP STAR-NTP</i>	<i>HP Desktop Service</i>
<i>HP STAR-NCP</i>	<i>HP Building Proactive Networks</i>
<i>HP STAR-TCP</i>	<i>HP Notebooks</i>
<i>HP Enterprise SAN Design & Integration</i>	<i>HP Authorized Service Provider</i>
<i>HP LaserJet 9000</i>	<i>HP Integrity 8-way and above</i>
Insight Teammate Certifications	
<i>6 HP Master SAN Architects</i>	<i>9 ProLiant ASE certified engineers</i>
<i>7 HP Blade ASE certified engineers</i>	<i>15 ProLiant AIS certified engineers</i>
<i>4 HP Software AIS certified engineers</i>	<i>9 UNIX certified engineers</i>
<i>15 UNIX certified representatives</i>	<i>18 VMware certified engineers (VSE)</i>
<i>600 VMware certified representatives</i>	



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
37

TITLE: Network Equipment and Services

OF
45

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

JUNIPER

Insight is a Global Elite partner with Juniper Networks. We are also one of the 30 approved VARs in North America permitted to participate in Juniper's Elite Operate Program where the Juniper partner is authorized to take first call for Juniper support.

Juniper is currently a Tier 1 partner with Insight, and we've experience year-over-year growth of over 100% for the past 3 years in our Juniper business.

Insight's team has pre-sales support capabilities to support Juniper solutions. Our pre-sales team consists of Network Sales Specialists, Collaboration Sales Specialists, and Data Center Sales Specialists with the expertise to support solution development consistent with Arizona's needs for Juniper equipment and services. Our Sales Specialists and account teams are also supported by sales engineers specializing in both Cisco and Juniper solutions. Insight is the leader in Juniper certifications among enterprise partners.

Insight's sales team is also supported by a team of 14 Design Associates who assist with the creation of Cisco and Juniper solution quotes. Our Design Associates are capable of quoting common solution sets from both Cisco and Juniper. Our Design Associates will leverage our manufacturer specific Service Engineers and technical staff for more complex solution development.

Certification
JNCIA-AC (Associate, Unified Access Control)
JNCIA-ER (Associate, Enterprise Routing)
JNCIA-EX (Associate, Enterprise Switching)
JNCIA-FWV (Associate, FWV)
JNCIA-IDP (Associate, IDP)
JNCIA-JUNOS (Associate, JUNOS)
JNCIA-SSL (Associate, SSL)
JNCIA-WX (Associate, WX)
JNCIS-ER (Specialist, Enterprise Routing)
JNCIS-SEC (Specialist, JUNOS Security)
JNCIS-SP (Specialist, Service Provider Routing & Switching)

C. Business and Market focus

- What is your business focus? What percentage of revenue comes from this focus versus other products or services?

IPS is one of the largest technology providers to public sector entities in the United States selling more than \$500 Million of products and services to Federal, state, local and educational clients annually. Since 1994, we have been fortunate enough to work with tens of thousands of different government and education clients throughout every state in the country. Specific to our SLED business, during the last 12 months, Insight has:

- ⇒ *More than five thousand active SLED public entities in the United States as clients*
- ⇒ *47 out of the 51 state governments, including the District of Columbia, as clients*
- ⇒ *Sold more than \$100M of technology products & services to state government entities alone*
- ⇒ *More than 180 public sector contracts across 33 different states*



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
38

TITLE: Network Equipment and Services

OF
45

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

Approximately 62% of our current revenue comes from hardware sales, 29% from software sales and 9% from services. A more detailed breakdown of hardware sales by product category is provided below.

Systems (desktops, notebooks, accessories)	31.5%
Networking products	12%
Output devices (printers, monitors)	10%
Input devices (cameras, readers, etc)	4%
Storage products	3%
Miscellaneous	1.5%

- In which vertical markets do you specialize?

Insight Public Sector is solely focused on the needs of federal, state and local government including public safety agencies, educational institutions - K-12 and higher education, as well as certain nonprofit and healthcare organizations.

- In which vertical market do you have the most customers?

Insight Public Sector has had the most customers in the local government market during the last twelve-month period. We have had the greatest revenue in the state government market in the same period.

- In which national or international standards committees do you participate?
- In which national or international industry consortiums do you participate?

Corporate Trade Affiliations

Insight's executives are board members and participants of various technology councils or groups where they interact with industry leaders and provide feedback regarding industry and end-user dynamics. Insight actively participates in the Arizona Technology Council and the Tempe Chamber of Commerce.



- Chief Information Officer is on Arizona Tech Council's Board.
- Senior Vice President Sales is part of the HP Enterprise Partner Action Council
- Senior Vice President Product Marketing is part of the Microsoft Partner Engagement Board
- President of EMEA region is a member of the Microsoft Partner Engagement Board
- Germany Country Manager is on the HP Channel Advisory Board

In addition, Insight hosts a Global Software Roundtable quarterly with our top 25 software clients.

- Offeror must provide certificate(s), or letters from the Original Equipment Manufacturers (OEM) to prove they are an authorized Channel Partner of that OEM. Offeror's shall provide evidence from each OEM line they propose. Any information provided must be current, not expired or temporary in status.

Letters of Authorization from each of the proposed manufacturers have been provided in the section "Letters of Authorization" located at the end of our proposal.



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
39

TITLE: Network Equipment and Services

OF
45

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

D. Financial Information

Offeror must provide evidence of financial stability and capability to fund all costs associated with providing the equipment and services throughout the term of the Contract. The latest two (2) years audited annual financial statements including Total Revenue, Net Income, and Total Assets must be submitted in the Offeror's proposal. If audited financial data is unavailable, explain in full the reason, and provide the latest non-audited financial information to include Balance Sheet, Income Statement, as well as Statements of Cash flows and Change in Financial Position. Include information to attest to the accuracy of the information provided.

The combined Insight companies and their subsidiaries represent a \$4.8 billion global enterprise and are the largest single source solution provider of computer technology and services in the USA. While remaining small enough to service our public sector clients with personal attention, Insight Public Sector has the resources of the Insight family of companies behind us to support our efforts.

As Insight is a publicly traded company, all financial information is available in our annual reports. The following link is available to you to view the Annual Reports on line:

http://www.ips.insight.com/site/static/investor_relations.cfm

To comply with the requirement above, we have provided Insight's 2010 Annual Report, 10-K Form, which includes financial data for both 2009 and 2010.



Attachment One (1)

SOLICITATION NO.: ADSPO12-00001223

PAGE
40

TITLE: Network Equipment and Services

OF
45

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

Cost

Price Proposal and Level Discounts –

- A. Offerors must submit with their proposal a narrative that describes the baseline (published) pricing and the initial pricing level discount that is proposed, **by type, category and Manufacturer** of products and services. The response to this specification must be in the form of a percentage discount from a published or base line price listing.

Insight is proud to present our pricing offer to the State of Arizona. This narrative provides precise manufacturer and category pricing detail per the requirements of the RFP, reiterated at the Pre-Offer Conference. The pricing baselines are manufacturer published price lists, and priced as the percent OF the manufacturers published price lists and presented by manufacturer, then product category.

We are offering network equipment from three of the top networking manufacturers in the US - Cisco, HP, and Juniper; along with two leaders in their industries - Tipping Point for Intrusion Detection and SynApps for Unified Communications applications.

The balance of our proposal has provided detail about Insight's capabilities, which we believe directly aligns with the State of Arizona's desire to assist its agencies and cooperative institutions in easily purchasing networking equipment and services at highly competitive prices.

Below is our pricing by manufacturer, product, and percent of manufacturer list price, as required by the RFP and referenced at the Pre-Offer Conference. Whether clients order through our website or work with the field sales team, they will be provided manufacturer list price, discount level, and their cost on all quotes.

We have made our equipment pricing easy to work with, by providing like discounts for categories within a manufacturer's offering. This answers any discount questions for Multi Function units (as described by the RFP), as the number of these devices within each of our manufacturers is vast and would be difficult to list differently than non multifunction.

CISCO		
Item	Category	% of MSRP
1	Routing Devices	60.00%
2	Switching Devices (Switches)	60.00%
3	Wireless Ethernet	60.00%
4	Security Equipment	60.00%
5	Monitoring and Management Solutions	60.00%
6	Network Centric Solutions	60.00%
7	Maintenance and Support Year 1	FREE SMARTnet
8	Telephony Devices	60.00%
9	Multi Function Devices	60.00%
15	Maintenance and Support Year 2	80.50%*
16	Maintenance and Support Year 3	77.50%*
17	Maintenance and Support Year 4	75.00%*
18	Maintenance and Support Year 5	80.50%
19	Video Conferencing Eqmt, 2.5 of Scope	60.00%



Attachment One (1)

SOLICITATION NO.: ADSPO12-00001223

PAGE
41

TITLE: Network Equipment and Services

OF
45

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

**Cisco is offering a free year of SMARTnet coverage. Pricing for maintenance above is based on discounts provided for purchase of multiple years of maintenance at initial purchase. If not purchased upfront, subsequent years will be priced at the Year 2 discount. First year SMARTnet will NOT alter a multiyear SMARTnet purchase, for example, a client can purchase three years of maintenance upfront, and get the first year free for a total of four years maintenance.*

HEWLETT PACKARD		
Item	Category	% of MSRP
1	Routing Devices	58.75%
2	Switching Devices (Switches)	58.75%
3	Wireless Ethernet	58.75%
4	Security Equipment	58.75%
5	Monitoring and Management Solutions	78.00%
6	Network Centric Solutions	58.75%
7	Maintenance and Support Year 1	80.00%
8	Telephony Devices	58.75%
9	Multi Function Devices	58.75%
15	Maintenance and Support Year 2	80.00%
16	Maintenance and Support Year 3	80.00%
17	Maintenance and Support Year 4	80.00%
18	Maintenance and Support Year 5	80.00%
19	Video Conferencing Eqmt, 2.5 of Scope	58.75%

JUNIPER		
Item	Category	% of MSRP
1	Routing Devices	49.75%
2	Switching Devices (Switches)	49.75%
3	Wireless Ethernet	49.75%
4	Security Equipment	49.75%
5	Monitoring and Management Solutions	49.75%
6	Network Centric Solutions	49.75%
7	Maintenance and Support Year 1	87.00%
8	Telephony Devices	N/A
9	Multi Function Devices	49.75%
15	Maintenance and Support Year 2	82.00%**
16	Maintenance and Support Year 3	79.00%**
17	Maintenance and Support Year 4	76.00%**
18	Maintenance and Support Year 5	74.00%**
19	Video Conferencing Eqmt, 2.5 of Scope	N/A



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
42

TITLE: Network Equipment and Services

OF
45

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

*** Pricing for Juniper maintenance above is based on discounts provided for purchase of multiple year(s) of maintenance at initial purchase. The years of purchase provides the discount. Five years purchased up front will result in a discount of 74% of MSRP for all five years. If not purchased upfront, subsequent years will be priced at the year one discount.*

SYN-APPS		
Item	Category	% of MSRP
1	Routing Devices	N/A
2	Switching Devices (Switches)	N/A
3	Wireless Ethernet	N/A
4	Security Equipment	N/A
5	Monitoring and Management Solutions	N/A
6	Network Centric Solutions	N/A
7	Maintenance and Support Year 1	85.00%
8	Telephony Devices	85.00%
9	Multi Function Devices	N/A
15	Maintenance and Support Year 2	85.00%
16	Maintenance and Support Year 3	85.00%
17	Maintenance and Support Year 4	85.00%
18	Maintenance and Support Year 5	85.00%
19	Video Conferencing Eqmt, 2.5 of Scope	N/A

TIPPING POINT		
Item	Category	% of MSRP
1	Routing Devices	N/A
2	Switching Devices (Switches)	N/A
3	Wireless Ethernet	N/A
4	Security Equipment	85.00%
5	Monitoring and Management Solutions	N/A
6	Network Centric Solutions	N/A
7	Maintenance and Support Year 1	85.00%
8	Telephony Devices	N/A
9	Multi Function Devices	N/A
15	Maintenance and Support Year 2	85.00%
16	Maintenance and Support Year 3	85.00%
17	Maintenance and Support Year 4	85.00%
18	Maintenance and Support Year 5	85.00%
19	Video Conferencing Eqmt, 2.5 of Scope	N/A



Attachment One (1)

SOLICITATION NO.: ADSPO12-00001223

PAGE
43

TITLE: Network Equipment and Services

OF
45

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

Insight is one of the largest technology professional services organizations in Arizona. The professional services requested in the RFP are a core deliverable for Insight. Our professional engineers perform lifecycle services, using a model of Review, Plan, Design, Implement and Operate under our lifecycle services organization. We have over two hundred engineers and project managers on staff. Our engineers and project managers are highly certified with multiple manufacturers and multiple disciplines - Route/Switch, Wireless and Security, etc.

We believe that a successful engagement starts with a successful scope of work. This maximizes the understanding between the client and Insight regarding the expectations of the project. Insight Account Executives (AE) are armed with a Services Sales Specialist (SSS), who assists with proper statement of work design. The parameters of the scope are determined between the client's project stakeholders, and Insight's AE, SSS, and a pre-sales engineer. During this meeting we discuss timelines, project requirements, and goals of the project.

Below is our services pricing based upon the titles and descriptions provided in the RFP.

AZ-Title	AZ-Description	Urban Rate	Rural Rate
Services - Labor - Engineer 1	Basic rack and stack experience with limited field experience	\$52.50***	\$77.50***
Services - Labor - Engineer 2	Working Engineer with field experience but limited unsupervised responsibility	73.50***	\$98.50***
Services - Labor - Engineer 3	Working Engineer with good field experience. Can do most tasks without supervision	115.50***	\$140.50***
Services - Labor - Engineer 4	Senior Engineer with multiple years experience. Can perform all tasks without direction or supervision	140.00***	\$165.00***
Services - Labor - Engineer 5	Principle Architect; Senior Engineer or Manager with 10+ years experience. Typically oversees project and is responsible for the more complex solutions.	178.50***	\$203.50***

****All pricing have a minimum of 8 hours per engagement.*

- B. Offerors must describe the base line pricing and provide information where the baseline pricing may be accessed and verified.

Insight Public Sector will host the manufacturer list pricing through our web site and internal system. This capability is a part of our web contract module functionality, and would be accomplished by uploading the manufacturers list pricing into the contract module. These data points would drive the sell price shown internally and on the web. If desired by the State, Insight can show both the list price and associated discount through output and the web site.

- C. Offerors shall provide additional volume based pricing for consideration. The Evaluation Committee will be evaluating both per transaction and cumulative volume discounts that may be achieved as well as programs that allow for deeper discounts for proposed standardized configurations.



Attachment One (1)

SOLICITATION NO.: ADSPO12-00001223

PAGE
44

TITLE: Network Equipment and Services

OF
45

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

1. Per Transaction Multiple Unit Discount

Offeror's should propose a discount on each item purchased from the current Published Price List. This discount should extend through all like items or categories and should correlate with those discounts input into ProcureAZ, where you are pricing out equipment.

2. Cumulative Discount

Offeror's should propose a contractual, cumulative, permanent volume discount based on dollars resulting from the cumulative purchases by all governmental purchasers. The narrative in response to this specification should include a table indicating the additional discount percentage to be earned by cumulative volume purchased. For example, Offeror's may propose an increase in price discounts from the baseline pricing for cumulative volumes greater than "X" million dollars.

Insight Public Sector would be willing to negotiate additional discounting on a case-by-case basis. The additional benefits Insight could offer eligible clients would depend on the quantity and type of products, as well as individual manufacturer cooperation.

D. The following categories of Equipment shall be utilized as Contract pricing. **Offeror shall input applicable discounts for each category as shown and required in ProcureAZ.**

Insight Public Sector, Inc. has submitted pricing as required in ProcureAZ for each category listed below.

Routing Devices - Network devices capable of:

1. Interfacing with both traditional and modern carrier services offerings;
2. Layer 3 packet inspection and decision making; and
3. Compliant with applicable regulatory and industry requirements.

Switching Devices based on Layer 2 forwarding (Switches) - Network devices capable of:

1. May interface with traditional and modern carrier service offerings;
2. IT environments include: MAN/WAN Optical, Storage Networking, Ethernet, Wireless, and other environments where information must be transmitted between attached devices;
3. Physical layer (Non Disruptive) switches for patching, testing, and monitoring purposes;
4. Ethernet Switches with the abilities to make decisions and manipulate data at Layers 3 or higher, including: Load Balancing, Bandwidth Optimization, Health and Alert Monitoring, & Security Features; and
5. Technologies employed include but not limited to: Ethernet, SONET, WDM, and ATM.

Wireless Ethernet - Typically Layer 2 and/or Layer 3 devices capable of wireless transmission and reception of data packets:

1. Access Points capable of providing local device accessibility;
2. Point-to-point or Bridged;
3. Meshed configuration; and
4. Licensed or unlicensed spectrum use.



Attachment One (1)

SOLICITATION NO.: ADSP012-00001223

PAGE
45

TITLE: Network Equipment and Services

OF
45

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

Security Equipment and Solutions - May include devices operating at any layer in the OSI model.

1. Packet inspection/rule enforcement (ACL, Firewall, IDS, etc.);
2. Real time interpretation and response (Application Firewalls, IPS, etc.);
3. Content Filtering and/or Rate Limiting;
4. RAS solutions (VPN, SSL acceleration, etc.); and
5. Centralized monitoring, trend analysis, health and alerting systems.

Monitoring and Management Solutions - May include software or appliances operating at any layer in the OSI model:

1. Solutions should accomplish the centralization and interpretation of data acquired from networked devices;
2. Solutions should be developed around commonly accepted methodologies and should make use of SNMP and/or TL1;
3. Solutions must enhance security, manageability, and accountability;
4. Solutions interface should be an intuitive GUI, with possible built in CLI and manual configuration abilities; and
5. Reporting and analysis tools must include canned reports for regulatory compliance with HIPAA, etc.

Other Network Centric Solutions – Will include many of the required network elements not listed above:

1. DNS, NAT/PAT, DHCP, and other IP Address management solutions;
2. Mobility and session persistence solutions;
3. Authentication solutions;
4. SIP and other centralized communications and messaging solutions; and
5. Transceivers

Telephony

Telephony products and services, such as IP Telephony systems, PBX and key systems, voice mail and unified messaging systems, teleconferencing, call management systems including Automatic Call Distribution (ACD), Interactive Voice Response (IVR), Computer Telephony Integration (CTI), call accounting, and the associated end-user telephone devices.

Multi-Function Solutions

Industry movement indicates that multi-function networking appliances are becoming the way of the future. List and describe any product lines that are merging into multi-function platforms. This may include technology areas that are not covered in areas 1 to 7 above. Each such product should be listed with a note including the areas that are included and a short description of any other technological advantages gained through the aggregation of these technologies. (i.e. Blade server chassis may house a built in Ethernet switch – Routers may be capable of Firewall, IDS, and other abilities – Network storage may include an Ethernet and/or a fiber channel switch – etc.)

**MANUFACTURER
LETTERS OF
AUTHORIZATION**



LETTER FOR CHANNEL PURCHASING

Date: December 1, 2011

To: State of Arizona
100 N 15th Ave
Suite 201
Phoenix, AZ 85007

**Bid Number
or Project
Name:** ADSPO12-00001223

Cisco Systems, Inc. ("Cisco") hereby confirms that, as of the date of this letter, INSIGHT DIRECT USA INC is a Gold certified Cisco channel partner and that Cisco and INSIGHT DIRECT USA INC have entered into an agreement for the purchase and resale of Cisco Products and/or Services ("Agreement").

This means that INSIGHT DIRECT USA INC has complied with the Cisco certification procedure and is duly authorized to purchase and resell Cisco products in USA as well as negotiate the terms and conditions of support and maintenance services on Cisco products, including warranties, in accordance with the terms and conditions of such Agreement.

Furthermore, INSIGHT DIRECT USA INC is specialized in the following Cisco technologies:

- Advanced Data Center Networking Infrastructure;
- Advanced Data Center Storage Networking;
- Advanced Routing & Switching;
- Advanced Security;
- Advanced Unified Communications;
- Advanced Wireless LAN;
- Master Security Specialization;
- Master UC Specialization;
- ATP - Cisco TelePresence;
- ATP - Cisco TelePresence Video Master;
- ATP - Customer Voice Portal;

- ATP - Data Center Unified Computing;
- ATP - Outdoor Wireless Mesh;
- ATP - Substation Automation;
- ATP - Unified Contact Center Enterprise;
- ATP - Video Surveillance; and
- TANDBERG Migration Master

Please note that the present confirmation is not permanent, and that the status of Cisco's authorized channel is reviewed on a regular basis. This information is accurate as of the date appearing at the top of this certificate.

If you need any additional information, please do not hesitate to contact Michael Schettler at 602-778-2714.

 Brian Fukuhara, V.P., Finance
Cisco Systems, Inc.



Advanced Search

[< Return Search Result](#)

Partner Details

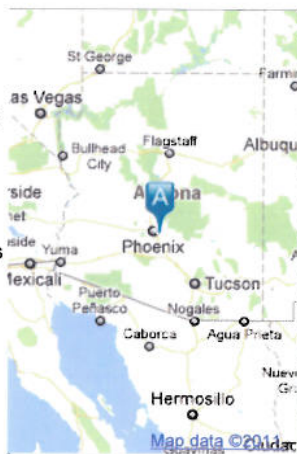
Company INSIGHT DIRECT USA INC

Certifications

- Gold Certified Partner

Specializations

- Advanced Data Center Networking Infrastructure
- Advanced Data Center Storage Networking
- Advanced Routing & Switching
- Advanced Security
- Advanced Unified Communications
- Advanced Wireless LAN
- Master Security Specialization
- Master UC Specialization
- Small Business Specialization



Cloud Partner None

Managed Services

- Managed Services Master
- Cisco Powered Managed Unified Communications
- Cisco Powered Managed Security

Cisco Authorized Partners

- Cisco Authorized DMS Partner
- Cisco Authorized Unified Meetingplace Partner

Other Authorizations

- Registered Partner
- Cisco Capital Financing
- Cisco Smart Care Service
- GPN Certified Agent
- GPN Resale Host
- Global Resale Agent
- Healthcare Technology Developer
- Indirect Service Discount Promo
- IronPort Gold Certified
- Local Integrated Architectures Specialization
- Regular Try And Buy
- Retail Technology Developer
- TANDBERG Migration Master
- WebEx Commission Pilot Program
- ATP - Cisco TelePresence
- ATP - Cisco TelePresence Video Master
- ATP - Customer Voice Portal
- ATP - Data Center Unified Computing
- ATP - Outdoor Wireless Mesh
- ATP - Substation Automation
- ATP - Unified Contact Center Enterprise
- ATP - Video Surveillance

Industry Solutions

- Education
- Government
- Real Estate & Hospitality
- Retail

HQ Address 6820 SOUTH HARL AVENUE
Tempe
AZ 85283

Site Address 6820 SOUTH HARL AVENUE
Tempe
AZ 85283

Phone Number 800-467-4448

Fax

Country USA

Partner since 24-MAY-2004

www.insight.com

URL

Please note that partner supplied data is not verified by Cisco

Partner Description

Calence / Insight Networking Solutions is an esteemed Cisco Gold Partner since 1999 and a proven provider of Cisco networking solutions. Our product and service deployment strengths are aligned with Cisco focus areas including Unified Communications, Network Strategy & Infrastructure, Security and comprehensive Managed Services. As a result, Calence / Insight Networking Solutions is uniquely positioned to support Cisco field teams throughout the entire IT lifecycle from purchasing decision, design, implementation, deployment and operations. Calence / Insight Networking Solutions is a predominant network solutions partner for Cisco. Calence / Insight Networking Solutions Cisco-certified experts proactively help clients access, design, implement and operate secure data, wireless, voice and video communications and architectures. Our ISO 9001:2000-certified Advanced Integration and Custom Configuration labs enable us to pre-build, configure and test systems before they reach the end user. Calence / Insight Networking Solutions service and delivery organization has a long list of successful implementations in the areas of Unified Communications, Wireless, Security, Management Services and more. As a result of our partnership with Cisco, Calence / Insight Networking Solutions is able to deliver world-class networking services in most geographies. Calence / Insight Networking Solutions design and integration of the technology infrastructure for University of Phoenix Stadium, home of the NFL's Arizona Cardinals, was highlighted in the cover story of Cisco's IQ magazine.

[< Return Search Result](#)

[Contacts & Feedback](#) | [Help](#) | [Site Map](#)

© 1992-2010 Cisco Systems Inc. All rights reserved. [Terms & Conditions](#) | [Privacy Statement](#) | [Cookie Policy](#) | [Trademarks of Cisco Systems Inc.](#)



November 30, 2011

REFERENCE:

Insight Direct USA Inc/ dba Insight Direct
6820 S Harl Ave
Tempe, AZ 85283-4318

To whom it may concern:

Insight Direct USA Inc/ dba Insight Direct at 6820 S Harl Ave Tempe, AZ 85283-4318 has been an HP Authorized Reseller since 3/16/2004.

The Partner is authorized for the following:

- **Open Distribution** includes, but are not limited to, iPaks, personal printers, media Products and HP Networking Open Product Lines.
- **US Partner Agreement** which includes but not limited to imaging and printing, personal systems, industry standard servers, and business class storage products.
- **Agent Addendum**
- **Government Int'l Sales Addendum**
- **Source Volume Addendum**
- **Federal Government SLED Primary Partner Addendum**
- **ASSP**
- **Direct Response Addendum**
- **International Sales Addendum**

- **Internal Purchase Program Addendum**
- **Security Products Addendum**
- **Enterprise Storage - US: VAR: Avnet**
- **Storage P9000 - US: VAR: Avnet**
- **HP Business Critical Server HP Integrity Servers & Blades (UX, Windows & Linux, OpenVMS, 2 & 4 Socket), Superdome - US: VAR: Avnet**
- **UX Workstations Sales - Central & East: VAR: Avnet**
- **CCI Blade PC's - US: VAR: Avnet**
- **Qualified Software - US: VAR: Avnet**
- **HP Enterprise Networking - US: VAR: Arrow ECS, Avnet, Ingram, Synnex, Tech Data**
- **HP Network Security - US: VAR: Arrow ECS, Avnet, Computerlinks, Ingram, Synnex, Tech Data**
- **Software Security Products – ArcSight - US: VAR: Westcon**

Sincerely,



Garry Edwards M.
Hewlett-Packard Company
Americas Partner Contracts and Compliance



1194 N. Mathilda Ave.
Sunnyvale, CA 94089
tel: 408-936-5930

November 18, 2011

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

RE: SOLICITATION NO.: ADSPO12-00001223

Dear Terri,

Juniper Networks (US), Inc. is pleased to confirm that Insight is at Elite level within Juniper Networks Partner Program and is authorized to resell Juniper's products, maintenance contracts and training to 'end-user' customers.

If you have any questions regarding our partnership, please contact Tanda Siragusa at 602.741.4444 and tandas@juniper.net.

Very truly yours,

A handwritten signature in cursive script that reads "Steve Pataky".

Steve Pataky
Vice President
Worldwide Channel Development and Programs



November 29, 2011

Letter of Authorization

To Whom It May Concern:

The purpose of this letter is to confirm that Insight has been an authorized Syn-Apps reseller since 2007. Insight is a valued partner and in good standing.

If you have questions, feel free to contact me at any time.

Best regards,

Shirryn Williams-Padilla

Director of Sales

Syn-Apps, LLC

P: 480-355-6825

C: 480-766-2650

F: 480-659-8999

Email: swilliams@syn-apps.com

Website: www.syn-apps.com

**ADDITIONAL
INFORMATION**

**MANUFACTURER
SUPPORT/WARRANTY**

HP Networking Product Warranty & Support Summary¹ (September 2011)

Products		Warranty duration ²	Advance replacement delivery ³	Technical Support (Phone/Email/Electronic Case)	Software/OS Maintenance Releases ⁴	Software/OS Upgrade Releases
A-Series	Fixed-port Switches (A581x, A580x, A55xx, A51xx, A36xx, A31xx)	Lifetime ⁵	NBD	As long as owned ⁵	As long as owned ⁸	No
	Modular Switches (A125xx, A105xx, A95xx, A75xx, A582x)	1 year	10 days	1 year	As long as owned ⁸	No
	Routers (A88xx, A66xx, A-MSR9xx, A-MSR50, A-MSR30, A-MSR20)	1 year	30 days	1 year	As long as owned ⁸	No
	Wireless Access Controller (A-WXxxxx)					
	Wireless Switch (A30xx)					
	Wireless APs (A-WA2xxx, A95xx, A91xx, A87xx, A77xx)					
	Wireless Bridges					
	HP Security Appliances (F5000, F/S1000-A/E/S VPN Firewall, U200-A/C/M/S/CS UTM)	1 year	30 days	1 year	N/A	N/A
Power supplies (Axxxx, 88xx, switches, RPS 10xx/8xx/5xx)						
IMC Network Management	90 days	N/A	90 days	90 days(bug fix only)	No ⁹	
E-Series	Modular Switches (E82xxzl, E54xxzl, E42xxvl)	Lifetime ⁵	NBD	As long as owned ⁵	As long as owned ⁷	As long as owned ⁷
	Fixed-port Switches (E66xx, E62xxyl, 3800, E3xx/yl, E291x/al, E281x, E26xx, E25xx/G)	Lifetime ⁵	NBD	As long as owned ⁵	As long as owned ⁷	As long as owned ⁷
	HP AllianceONE Services/Advanced Services modules ⁶ and Sangoma Voice Cards	Lifetime ⁵	NBD	As long as owned ¹¹	As long as owned ¹¹	As long as owned ¹¹
	Fixed-port Switches (E55xx/G, E48xxG, E45xx/G, E42xx/G)	Lifetime ⁵	NBD	As long as owned ⁵	As long as owned ⁸	No
	HP Threat Management & PCM+ Agent w/ONE Services zl Modules ⁶	Lifetime ⁵	NBD	1 year	As long as owned ⁸	No
	MultiService Controller (E-MSM765zl) ⁶	Lifetime ⁵	NBD	1 year	1 year (bug fix only)	No
	Indoor Wireless Access Points (E-MSM4xx, E-MSM3xx, E-M110)					
	Wireless Access Devices (E-MSM317)	1 year	NBD	1 year	1 year (bug fix only)	No
	MultiService Controllers (E-MSM760, E-MSM710)					
	HP RF Manager Controller					
	Wireless Client Bridge (E-M111)					
	Outdoor Access Points (E-MSM3xxR)					
VCX voice and communication products	1 year	30 days	90 days	90 days(bug fix only)	No	
IP phones (41xx, 35xx, 31xx)						
PCM+ Network Management (IDM, MM & NIM)(Purchased after February 1, 2009)	90 days	N/A	1 year	As long as owned ⁸ (bug fix only)	1 year ⁹	
PCM+Network Management (IDM, MM & NIM)(Purchased before February 1, 2009)	90 days	N/A	As long as owned ⁵	As long as owned ⁸	No ⁹	
V-Series	Smart Managed Switches (V1910, V181x, V17xx)	Lifetime ⁵	NBD	As long as owned ⁵	As long as owned ⁷	As long as owned ⁷
	Wireless Access Points (V10ag)	Lifetime ⁵	NBD	As long as owned ⁵	N/A	N/A
	Unmanaged Switches (V21xx, V1410, V1400, V408)					
	Wireless Access Points (V-M2xx)	Lifetime ⁵	NBD	1 year	1 year (bug fix only)	No
	Smart Managed Switches (V190x, 9FX)	3 years	NBD	3 years	As long as owned ⁷	As long as owned ⁷
	Wireless Routers (V1xx)	3 years	NBD	3 years	As long as owned ⁸	No
	IntelliJack Switches					
Unmanaged Switches (V1405)	3 years	NBD	3 years	N/A	N/A	
S-Series	Security Appliances (S2xx-UTM, S10xx-VPN/FW)	1 year	30 days	1 year	As long as owned ⁸	No
	IPS Appliances (S51xxN, S25xxN, S14xxN, S660N, S5xxE, S24xxE, S12xxE, S6xxE, S330, S210E, S110, S10, Core Controller)	1 year	30 days	1 year ¹⁰	No	No
	SSL Appliance (S15xx)					
	Security Management System Appliances	90 days	N/A	90 days	90 days(bug fix only)	No ⁹
Security Management Software (Firewall, UTM)						
Other	HP transceivers (X244, X242, X132, X131, X129, X122, X121, X119, X112, X111)	Lifetime ⁵	NBD	As long as owned ⁵	N/A	N/A
	HP transceivers (X240, X170, X160, X135, X130, X125, X124, X120, X115, X110)	1 year	30 days	1 year	N/A	N/A
	TippingPoint transceivers	1 year	30 days	1 year ¹⁰	N/A	N/A
	Premium License (When purchased separately for E82xx, E66xx, E54xx & E35xx switches)	N/A	N/A	1 year	As long as owned ⁸	1 year

- 1) Warranties listed apply to products purchased using HP product numbers.
- 2) Includes coverage of any built-in fans and power supplies for the entire warranty period. Upon transfer of product from bona fide end user to bona fide end user, warranty may be enforced by transferee. See product's Hewlett-Packard Limited Warranty Statement for details.
- 3) Response time is based on commercially reasonable effort and subject to a daily shipment cutoff time. In some countries and regions and under certain supplier constraints, response time may vary. Contact your local HP service organization for response time availability in your area. NBD = Next Business Day
- 4) Software maintenance releases include bug fixes and minor updates and do not change the licensed major version of the installed software or operating system.
- 5) For as long as you own the product. You may be required to provide proof of purchase or lease as a condition of receiving warranty service.
- 6) 5 year warranty on the disk drive in the HP Alliance One Advanced Services and Services zl Modules, HP Threat Management Services zl Module, HP AllianceOne Ext zl Mod w/Rvrbd Sthld, HP E-MSM765zl Mobility Controller and HP Surv Brch Com zl Mod pwrby Mstf Lync.
- 7) All software releases, when and if available, for as long as you own the product.
- 8) All software releases in licensed version, when and if available, for as long as you own the product.
- 9) Version upgrades for software may require purchase of a specific upgrade product.
- 10) Support provided only for warranty claims.
- 11) Technical support and all software releases provided for hardware and the ONE Service OS, when and if available, for as long as you own the product. Please see product specific documentation for application support.

HP Networking product warranty policy details are available at www.hp.com/networking/warranty
 Information on services for HP networking products can be found at www.hp.com/networking/services

The information contained herein is subject to change without notice. The only warranties for HP products and services are set forth in the express warranty statements accompanying such products and services. Nothing herein should be construed as constituting an additional warranty. HP shall not be liable for technical or editorial errors or omissions contained herein.



HP Premium Support Service for HP TippingPoint Products

HP Services

Technical data



HP Premium Support Service for HP TippingPoint products consists of hardware and software services that enable you to increase the availability, reliability, and security of your network. HP TippingPoint technical resources work with your team to help you to resolve hardware and software problems with your HP TippingPoint products.

HP Premium Support Service offers advance hardware exchange for eligible HP TippingPoint products. When a hardware return is necessary, HP will ship a replacement product or part to your location free of freight charges. Replacement products or parts are new or equivalent to new in performance.

As they become available, HP Premium Support Service also provides you with software updates for eligible HP TippingPoint products to help optimize the security of your network. Software updates and technical documentation can be downloaded from HP TippingPoint's Threat Management Center (TMC).

In addition, HP Premium Support Service provides you with access—24 hours per day, 365 days per year—to technical support for both software and hardware to help you resolve incidents quickly and efficiently.

Finally, HP Premium Support Service provides you with Digital Vaccine (DV) filters that provide rapid inoculation against emerging threats to your network. These Digital Vaccines are delivered at least once a week—or whenever critical vulnerabilities and threats emerge—and can be deployed automatically with no user interaction required. Through the HP ThreatLinQ website, the HP DV Labs team provides information on every filter, as well as information on attack events occurring globally. You can use this information to fine-tune your configurations for more comprehensive protection.

Service benefits

- Help to protect your network against known and emerging security threats
- Help improve or maintain system uptime
- Access to HP technical resources for problem resolution
- May contribute to improved system performance and reduced downtime due to software defects
- Allows your IT resources to stay focused on their core tasks and priorities
- Reliable response times

Service feature highlights

- 24x7 coverage window
- Escalation management
- Access to electronic support information and services
- Remote access
- Remote problem diagnosis and support
- **Hardware:**
 - Hardware technical support
 - Advance exchange
- **Software:**
 - License to use software updates
 - Access to technical resources
 - Software product and documentation updates
 - Software support
 - Software electronic support
 - Installation advisory support
 - Problem analysis and resolution
 - Software features and operational support
- **Digital Vaccine:**
 - Weekly Digital Vaccine updates
 - Emergency Digital Vaccine updates

Specifications

Table 1. Service features

Feature	Delivery specifications
24x7 coverage window	The service coverage window specifies the time during which the Customer may call HP. Service is available 24 hours a day, Monday through Sunday including HP holidays. This coverage window is subject to local availability.
Escalation management	HP has established formal escalation procedures to facilitate the resolution of complex problems. Local HP management coordinates problem escalation, enlisting the skills of appropriate HP resources and/or selected third parties to assist with problem-solving.

Access to electronic support and services	<p>As part of this service, HP provides access to certain electronic and Web-based tools, including Threat Management Center (TMC). The Customer has access to:</p> <ul style="list-style-type: none"> • Certain capabilities made available to registered users, such as downloading selected HP software and firmware patches, subscribing to hardware-related proactive service notifications, and participating in support forums that enable problem solving and best practice sharing with other registered users • Expanded Web-based searches of technical documents to facilitate faster problem-solving • Use of certain HP proprietary services diagnostic tools with password access.
Remote access	<p>At the option of HP and with Customer approval, selected remote access tools may be used to facilitate problem-solving. The use of these tools allows HP to work interactively with the Customer and facilitates remote diagnosis of problems with the Customer's system.</p> <p>The Customer can choose to use any of these remote access tools to assist in the resolution of service requests. Only HP-approved tools are to be used as a part of this feature.</p>
Remote problem diagnosis and support	<p>When experiencing a problem, the Customer must use established communication channels to initiate a support request with HP. HP will provide basic telephone or email technical assistance with installation, product configuration, setup, and problem resolution. Prior to any remote or offsite assistance, HP may ask the Customer to provide relevant information, start diagnostic tools, and perform other supporting activities at the request of HP. HP will then work with the Customer remotely to isolate the hardware problem.</p>
Hardware	
Hardware technical support	<p>For assistance in hardware problem diagnosis and resolution on selected HP products, HP provides the Customer's technical assistance center (TAC) or certified technician with priority access to HP Level 2 technical specialists via telephone or electronic communication.</p>
Advance exchange	<p>HP will confirm, prior to the close of standard business hours, that the ordered part will be shipped in advance of HP's receipt of the defective part, within a specific period of time as determined by HP. The Customer must return the defective part within the time specified by HP, which must not be greater than 30 days from the shipment by HP of the replacement part. The replaced product becomes the property of HP. For a part not returned within the specified time period, the Customer will be billed at full country list price. HP will assume all risk of loss or damage to parts in transit to the Customer or parts being returned to HP. HP will pay the cost of shipping to and from the Customer's location, within the country of purchase.</p>
Software	
License to use software updates	<p>The Customer receives the license to use software updates to HP or HP-supported third-party software for each system, socket, processor, processor core, or end-user software license covered by this service, as allowed by the original HP or original manufacturer software license terms.</p> <p>The license terms shall be as described in the HP software licensing terms corresponding to the Customer's prerequisite underlying software license, or in accordance with the current licensing terms of the third-party software manufacturer, if applicable, including any additional software licensing terms that may accompany such software updates provided under this service.</p>
Access to technical resources	<p>For assistance in software problem diagnosis and resolution on selected HP products, HP provides the Customer's technical assistance center (TAC) or certified technician with priority access to HP Level 2 technical specialists via telephone, email, or electronic communication for assistance in resolving software implementation or operations problems.</p>

Software product and documentation updates	<p>As HP releases updates to HP software, the latest revisions of the software and reference manuals are made available to the Customer. For selected third-party software, HP will provide software updates as such updates are made available from the third party, or HP may provide instructions on how to obtain any software updates directly from the third party. A license key or access code, or instructions for obtaining a license key or access code, will also be provided to the Customer when required to download, install, or run the latest software revision.</p> <p>For HP TippingPoint products, software updates and upgrades can be downloaded from the Threat Management Center website.</p> <p>For other HP-supported third-party software, the Customer may be required to download updates directly from the vendor's website.</p> <p>For certain products, HP will automatically deliver the software and documentation updates to the Customer on physical media and/or electronic media when new revisions are made commercially and generally available.</p>
---	---

Software support	<p>Once a software problem is logged, an HP Solution Center engineer will respond to telephone calls within one (1) hour and to emails within two (2) hours. HP provides corrective support to resolve identifiable and customer-reproducible software product problems. HP also provides support to help the Customer identify problems that are difficult to reproduce. In addition, the Customer receives assistance in troubleshooting problems and determining configuration parameters for supported configurations.</p>
-------------------------	--

Software electronic support	<p>As part of this service, HP will provide access to certain software-related electronic and Web-based tools and services, as applicable.</p> <p>The Customer has access to certain capabilities made available to registered users, such as conducting searches of technical support documents and knowledge databases to facilitate faster problem-solving, downloading selected HP software and firmware patches, participating in support forums for solving problems and sharing best practices with other registered users, and using a Web-based tool to submit questions directly to HP.</p>
------------------------------------	---

Digital Vaccine

Weekly Digital Vaccine updates	<p>Digital Vaccine updates, which help to provide protection from new and emerging threats, will be provided at least once a week via the Threat Management Center (TMC). Digital Vaccine updates can be configured to update automatically or through manual intervention.</p>
---------------------------------------	---

Emergency Digital Vaccine updates	<p>Additional updates may be provided on a prioritized basis as critical vulnerabilities are identified.</p>
--	--

Specifications

Table 2. Service-level options

Not all service-level options are available on all products. The service-level options the Customer has chosen will be specified in the Customer's contract documentation.

Option	Delivery specifications
24 hours, all days, including HP holidays	This service is available 24 hours per day, Monday through Sunday, including HP holidays.

Coverage

- Consumable items including, but not limited to, removable media, batteries and Tablet PC pens, maintenance kits, and other supplies, as well as user maintenance and non-HP devices, are not covered by this service.
- For components that are discontinued, an upgrade path may be required. HP will work with the Customer to recommend a replacement. Not all components will have available replacements in all countries due to local support capabilities.

Customer responsibilities

The Customer must ensure that the product is appropriately packaged and prepared for pickup or the chosen method of delivery or shipment to the HP designated repair center. HP may require the Customer to include a print-out of any previously conducted self-test results together with the defective product.

If required by HP, the Customer or HP Authorized Representative must register the hardware product to be supported within ten (10) days of purchase of this service, using the registration instructions within the Care Pack or the e-mail document provided by HP, or as otherwise directed by HP. In the event a covered product changes location, registration (or a proper adjustment to existing HP registration) is to occur within ten days of the change.

The Customer is responsible for installing, in a timely manner, critical customer-installable firmware updates and patches, as well as Customer Self Repair parts and replacement products delivered to the Customer. In order to receive support and the highest level of security protection, the Customer must be on a currently supported version of all software and have the latest Digital Vaccine updates.

In addition, the Customer will:

- Be responsible for registering to use an HP or third-party hosted electronic facility in order to obtain software product information, download software patches, or download new software product revisions
- Take responsibility for acting upon any hard-copy or email notification the Customer may receive in order to download the software update or to request the new software update on media, where this option is available
- Use all software products in accordance with current HP software licensing terms corresponding to the Customer's prerequisite underlying software license, or in accordance with the current licensing terms of the third-party software manufacturer, if applicable, including any additional software licensing terms that may accompany such software updates provided under this service
- Retain, and provide to HP upon request, all original software licenses, license agreements, license keys, and subscription service registration information, as applicable for this service
- Be responsible for all data backup and restore operations
- Provide all information necessary for HP to deliver timely and professional remote support and to enable HP to determine the level of support eligibility
- Adhere to licensing terms and conditions regarding the use of any HP service tools used to facilitate the delivery of this service, if applicable
- Be responsible for registering to use HP's electronic facility in order to obtain software product information and to download HP software patches

In cases where Customer Self Repair parts or replacement products are shipped to resolve a problem, the Customer is responsible for returning the defective part or product within a time period designated by HP. In the event HP does not receive the defective part or product within the designated time period or if the part or product is physically damaged upon receipt, the Customer will be required to pay a fee for the defective part or product, as determined by HP.

It is the Customer's responsibility to remove all personal and/or confidential data from the defective product before it is returned to an HP designated location for repair or replacement; HP is not responsible for data stored on the returned product.

The Customer agrees to pay additional charges if the Customer requests that HP install customer-installable firmware updates or patches. Any additional charges to the Customer will be on a time-and-materials basis, unless otherwise previously agreed in writing by HP and the Customer.

Service limitations

At the discretion of HP, service will be provided using a combination of remote diagnosis and support, services delivered at an HP designated repair center, and other service delivery methods. Other service delivery methods may include the delivery, via a courier, of customer-replaceable parts such as a keyboard, a mouse, or an entire replacement unit. HP will determine the appropriate delivery method required to provide effective and timely Customer support.

For the Customer with multiple systems at the same location, HP may limit the number of physical media sets containing software product and documentation updates provided as part of this service.

The response time stated herein is provided as a typical initial response time to Customer technical support requests. The response time in no way creates a legal requirement or obligation for HP to always provide such response in the stated time.

Any services not clearly specified in this document or in an associated Statement of Work are excluded from this service.

Activities such as, but not limited to, the following are excluded from this service:

- Services required due to failure of the Customer to incorporate any system fix, repair, patch, or modification provided to the Customer by HP
- Services that, in the opinion of HP, are required due to unauthorized attempts by non-HP personnel to install, repair, maintain, or modify hardware, firmware, or software
- Backup, recovery, and support of the operating system, other software, and data
- Services that, in the opinion of HP, are required due to improper treatment or use of the product
- Services required due to failure of the Customer to take avoidance action previously advised by HP
- Operational testing of applications, or additional tests requested or required by the Customer

General provisions/Other exclusions

HP reserves the right to charge, on a time and materials basis, for any additional work over and above the service package pricing that may result from work required to address service prerequisites or other requirements that are not met by the Customer.

HP's ability to deliver this service is dependent upon the Customer's full and timely cooperation with HP, as well as the accuracy and completeness of any information and data the Customer provides to HP.

Travel charges may apply in some geographic locations. Please contact a local HP representative for details.

Ordering information

HP Premium Support Service for HP TippingPoint Products may be ordered using HK697A* service product numbers as well as appropriate fixed Care Pack product numbers.

For more information

For more information on HP Services, contact any of our worldwide sales offices or visit our website at:

HP Networking TippingPoint products and support: www.hp.com/networking/tippingpoint

HP Care Pack services: www.hp.com/go/cpc

HP support services: www.hp.com/hps/support

© Copyright 2011 Hewlett-Packard Development Company, L.P. The information contained herein is subject to change without notice. The only warranties for HP products and services are set forth in the express warranty statements accompanying such products and services. Nothing herein should be construed as constituting an additional warranty or condition, express or implied, in fact or in law. HP shall not be liable for technical or editorial errors or omissions contained herein.

HP Technology Services are governed by the HP Single Order Terms for Support or Customer's purchase agreement with HP.



Juniper Networks J-Care



The network is your lifblood. It must be in constant good health to ensure reliable and efficient service for your customers. And with network architectures growing in size and complexity, it is becoming increasingly challenging to keep pace. As a result, access to timely, comprehensive technical information and skilled resources is critical. Juniper Networks works with you to protect the investments you make in equipment and applications and in the people who make it happen. Our support portfolio provides the backup support that you demand and lets you select from options that augment your in-house technical expertise. More than just a simple break-fix service, Juniper Networks Support Services also incorporates proactive features that will enhance the performance of your network and your team.

- Are you looking to maximize network availability?
- Do you have the internal resources to keep your Juniper gear operating at peak performance?
- Do you require technical support options that ensure predictable budgeting?
- Are you looking to minimize risk within your network and protect your investment?

Juniper Networks is expert in achieving carrier-class network availability levels. We help you meet the most aggressive network demands with operational support designed to ensure maximum uptime and optimize the utility of your network assets. You choose the service elements best suited to your network and your in-house capabilities and we do the rest.

J-Care delivers the peace of mind that only a comprehensive support solution offers. With our support portfolio, you benefit from the economy and simplicity of a single service solution to maintain your network's day-to-day operation. Key services include the delivery of around-the-clock technical assistance, online tools, software support, and options for parts delivery and onsite support. Both ways, you receive the support you need and the value you deserve.

Features	Benefits
Unlimited technical support whenever you need it	Allows your operations team to focus on more strategic activities and maximize the return on network investment
Access to all Juniper Networks software releases	Enables you to keep pace with technological advances without additional capital expenses
Flexible hardware and onsite support options	Allows you to select the right level of support to complement your resources and meet your budget requirements
Priority access to highly-skilled networking industry engineers	Provides fast access to proven experts and best practices engineers
Comprehensive Web-based services	Enables your staff to leverage Juniper Networks expertise with immediate access to vital information

Juniper Networks service and support

Juniper Networks has built a world-class support engineering organization with experts in IP and security technologies. Our support personnel deliver advanced technical assistance when you need it. The depth and breadth of experience and knowledge ensures long-lasting, productive support relationships and industry-leading customer satisfaction. Juniper's Support Services is a key component of our Operation Services.

The full range of service elements within the Juniper Networks Customer Services portfolio provides the flexibility to create your own, unique solution, allowing you to not just respond to market factors, but to anticipate them. Your Juniper Networks Customer Services portfolio is the key to transforming your network into value today and maintaining that value in the future.

J-Care service offerings

Juniper Networks offers six standard support offerings to complement your team and ensure maximum uptime. Each offering includes

24x7 access to the Juniper Networks Technical Assistance Center and Customer Support Center.

	Core	Core Plus	Next-Day	Next-Day Onsite	Same-Day	Same-Day Onsite
JTAC Access	•	•	•	•	•	•
Software Releases	•	•	•	•	•	•
Online Tools	•	•	•	•	•	•
Return-to- factory		•				
Next-Business Day Advanced Replacement			•	•		
Same-Day Advanced Replacement					•	•
Onsite Technician				•		•

JTAC Access

With JTAC support, you have unlimited access to JTAC engineers through by phone and online 24x7x365. As a single point of contact for all your support needs, our JTAC engineers have extensive experience in supporting large-scale networks and help you diagnose system problems, provide solutions and workarounds where necessary. To ensure that we respond as quickly as possible, automatic escalation alerts to senior management are triggered on all priority issues.

Software Releases

Juniper Networks will provide Customer with access to all new Software Releases Customer has licensed when they are made available for general public release

Online Tools

Access to post-sales online services which they will find sales and marketing tools, competitive information, and the Juniper.net Customer Support Center (CSC)

Return-to-factory

10 business day hardware repair or replacement. Customer returns product to Juniper and Juniper has to the option to repair or replace the defective part. The 10 business days begins upon receipt of the defective unit by Juniper at a Juniper repair facility.

Next-Day

Next business day is defined as 12 hours a day, 5 days a week delivery of advance Hardware replacements. "Next-day delivery" means that Juniper Networks will deliver advance replacements for defective Hardware on the next business day for replacement requests placed by 3:00 p.m. (local JTAC time), Monday through Friday, except Juniper Networks' holidays. For countries where Juniper Networks does not have an in-country depot and next business day delivery is unavailable, Juniper will ship the replacement part within 24 hours of the RMA origination. Actual delivery will be subject to local customs and importation restrictions and transportation delays.

Same-Day

Same-day delivery of advance Hardware replacements, 7 days per week, including holidays. "Same-day delivery" means that Juniper Networks will deliver advance replacements for defective Hardware, 24 hours a day, 7 days a week, within 4 hours of final diagnosis of a part failure by Juniper, to Sites located within 50 miles of an authorized Juniper Networks' parts depot.

Onsite

An on-site Juniper Networks trained service technician will arrive within 4 hours of final diagnosis of a part failure to Sites located within 50 miles of an authorized Juniper Networks' parts depot

*Juniper Networks may add, delete and modify support programs available for purchase at its discretion.

**Certain Juniper Networks antivirus products have special support offerings available only for such products. For a list of available antivirus support plans, please refer to the End-User Antivirus Addendum that is made available by Juniper Networks.

***Next-Day, Same-Day, and Same-Day Onsite services requires pre-approval by Juniper Networks prior to commitment of delivery of service.



CORPORATE HEADQUARTERS
AND SALES HEADQUARTERS
FOR NORTH AND SOUTH AMERICA
Juniper Networks, Inc.
1194 North Mathilda Avenue
Sunnyvale, CA 94089 USA
Phone: 888-JUNIPER (888-586-4737)
or 408-745-2000
Fax: 408-745-2100
www.juniper.net

EAST COAST OFFICE
Juniper Networks, Inc.
10 Technology Park Drive
Westford, MA 01886-3146 USA
Phone: 978-589-5800
Fax: 978-589-0800

ASIA PACIFIC REGIONAL
SALES HEADQUARTERS
Juniper Networks (Hong Kong) Ltd.
Suite 2507-11, Asia Pacific Finance Tower
Citibank Plaza, 3 Garden Road
Central, Hong Kong
Phone: 852-2332-3636
Fax: 852-2574-7803

EUROPE, MIDDLE EAST, AFRICA
REGIONAL SALES HEADQUARTERS
Juniper Networks (UK) Limited
Juniper House
Guildford Road
Leatherhead
Surrey, KT22 9JH, U. K.
Phone: 44(0)-1372-385500
Fax: 44(0)-1372-385501

Copyright 2005, Juniper Networks, Inc. All rights reserved. Juniper Networks, the Juniper Networks logo, NetScreen, NetScreen Technologies, the NetScreen logo, NetScreen-GLOBAL Pro, ScreenOS, and GigaScreen are registered trademarks of Juniper Networks, Inc. in the United States and other countries.

The following are trademarks of Juniper Networks, Inc.: ERX, ESP E-series, Instant Virtual Extranet, Internet Processor, J2300, J4300, J6300, J-Protect, J-series, J-Web, JUNOS, JUNOScope, JUNOScript, JUNOSE, M5, M71, M10, M10i, M20, M40, M40e, M160, M320, M-series, MMD, NetScreen-50T, NetScreen-SXP, NetScreen-SXT, NetScreen-25, NetScreen-50, NetScreen-204, NetScreen-208, NetScreen-500, NetScreen-5200, NetScreen-5400, NetScreen-IDP 10, NetScreen-IDP 100, NetScreen-IDP 500, NetScreen-Remote Security Client, NetScreen-Remote VPN Client, NetScreen-SA 1000 Series, NetScreen-SA 3000 Series, NetScreen-SA 5000 Series, NetScreen-SA Central Manager, NetScreen Secure Access, NetScreen-SM 3000, NetScreen-Security Manager, NMC-RX, SDX, Stateful Signature, T320, T640, and T-series. All other trademarks, service marks, registered trademarks, or registered service marks are the property of their respective owners. All specifications are subject to change without notice.

Juniper Networks assumes no responsibility for any inaccuracies in this document. Juniper Networks reserves the right to change, modify, transfer, or otherwise revise this publication without notice.

TOP
5

REASONS TO SWITCH

THE SWITCH TO JUNIPER PROGRAM

"We feel like
we're in control
of our network
rather than
the other
way around."

Larry Prine
Lead Systems
Administrator,
Amazingmail.com

Juniper Networks EX Series switches deliver unparalleled performance, simplicity and savings.

As part of the new network, the EX Series switches transform your network economics and experience.

1 Simpler.

The new network matches recent changes in application and server architectures, making your applications snap, your virtual servers mobile and your video crisp. The EX Series switches improve performance while reducing the complexity of your network. How? In the data center, Virtual Chassis technology enables you to get from server A to server B without unnecessary processing left over from network architectures designed for client-server applications. In a campus network, a single Virtual Chassis delivers up to 480 ports across multiple wiring closets while behaving like a single device. Fewer logical switches mean more time for other things.

2 Faster.

The new network is responsive to ever-changing needs. Virtual Chassis technology in the EX Series switches improve application performance, reduce latency in the data center and increase reliability. Virtual Chassis technology enables interconnection of access switches for up to ten racks of servers, resulting in better performance for live migration and enhanced disaster recovery. Our 10GbE switches are built to be 40GbE- and 100GbE-ready, so you will always be ahead of the next wave of applications.

3 Reduce acquisition costs.

Juniper can help you curtail overprovisioning the network. With a simplified architecture, you can do more with less. Because Virtual Chassis technology reduces the number of inter-switch connections, Juniper switch architectures require fewer components, reducing capital expense up to 35%. And with fewer boxes, the average data center saves up to 44% on power. The new network delivers a radical reduction in expenditures.

4 Reduce cost to manage.

With fewer components, fewer logical switches to manage and only one OS to learn, the EX Series switches lower training and operational expenses. Juniper Care programs offer award-winning service and support, including automated technical services for incident management and proactive analysis. The J-Net user community is active, knowledgeable and full of great ideas. And Junos software lets you configure and manage your EX Series switches as well as Juniper routing and security solutions—with unprecedented ease.

5 Open and flexible.

The new network is a vision of open standards. The EX Series is built with flexibility in mind, so it's easy to add the EX Series switches to improve your legacy network. With conversion tools, you get quick interoperability. And with Dell, IBM and other partners delivering Junos Ready software and appliances, you simply have more choice.

Stop waiting. Start switching.

Corporate and Sales Headquarters

Juniper Networks, Inc.
1194 North Mathilda Avenue
Sunnyvale, CA 94089 USA
Phone: 888.JUNIPER (888.586.4737)
or 408.745.2000
Fax: 408.745.2100
www.juniper.net

APAC Headquarters

Juniper Networks (Hong Kong)
26/F, Cityplaza One
1111 King's Road
Taikoo Shing, Hong Kong
Phone: 852.2332.3636
Fax: 852.2574.7803

EMEA Headquarters

Juniper Networks Ireland
Airside Business Park
Swords, County Dublin, Ireland
Phone: 35.31.8903.600
EMEA Sales: 00800.4586.4737
Fax: 35.31.8903.601

Copyright 2010 Juniper Networks, Inc. All rights reserved. Juniper Networks, the Juniper Networks logo, Junos, NetScreen, and ScreenOS are registered trademarks of Juniper Networks, Inc. in the United States and other countries. All other trademarks, service marks, registered marks, or registered service marks are the property of their respective owners. Juniper Networks assumes no responsibility for any inaccuracies in this document. Juniper Networks reserves the right to change, modify, transfer, or otherwise revise this publication without notice.

Juniper Care

Service Description Document

Contents

1. Introduction	2
2. Eligibility and Purchasing	2
3. Service Features and Deliverable Description	3
3.1 Technical Support	3
3.2 Junos Space Service Now	6
3.3 Knowledge Transfer	7
4. End User Responsibilities	7
5. Availability	8
6. Scope	8
7. Glossary	8
About Juniper Networks	8



1. Introduction

Juniper Care Services (“**Services**”) are described in this Services Description (“**SDD**”). The Services are rendered by Juniper directly to the end user of Juniper Networks products (the “**End User**”), which End User is identified by name and address in the order for the Services (whether placed by an authorized J-Partner or otherwise). The Services cover only those Juniper Networks products of End User purchased from Juniper Networks or an authorized Juniper Networks reseller and that are specified in the Purchase Order for the Services placed by End User or an Authorized Juniper Networks reseller, and, for each such product, only during the term of the Juniper Care Support Services contract. (Such Juniper Networks products of End User are herein referred to as the “**Supported Juniper Products**”)

The Services are subject to the terms of the Juniper Networks End User Support Agreement, a copy of which is posted at <http://www.juniper.net/support/guidelines.html> (or other written master services agreement signed by Juniper Networks and End User and covering within its scope the terms and conditions under which Juniper Networks will render support and maintenance services for End User’s Supported Juniper Products) (herein, the “**End User Services Agreement**” or “**EUSA**”). In addition, End User’s use of the Junos Space Service Now shall be subject to the terms of the Juniper Networks End User License Agreement as posted at <http://www.juniper.net/techpubs/software/software-license.html> as of the date that End User purchases the Service (“**EULA**”), with End User being treated under the EULA as the “Customer “.

In the event of any conflict between the terms of this SDD and those of the EUSA or EULA, the terms of the EUSA and EULA shall take precedence. Unless otherwise stated in this SDD, capitalized terms used in this SDD shall be as defined in the EUSA.

2. Eligibility and Purchasing

Juniper Care Support Services are available for purchase only by Juniper Networks-authorized resellers on behalf of an End User identified by name and address in the purchase order (or by certain qualified End Users), which End Users have one or more Juniper Networks products under Juniper Care Support Services contract and who register themselves and their Supported Juniper Products with the Juniper Networks Customer Service Center (“**CSC**”). The Services must be purchased for a term lasting at least 12 months. Any such purchased Juniper Networks commitment to provided Services to the End User is referred to herein as a “**Juniper Networks Service Contract.**”)

The Services cover only those Juniper Networks products (whether hardware (including any associated Embedded Software), standalone Software or Separately Licensable Features (as such capitalized terms are defined in the EULA)) that are identified as the supported product in the purchase order placed with and accepted by Juniper Networks and as to which products reseller or End User has identified to Juniper Networks in writing:

- the name and address of the principal place of business of the End User and
- the serial number of the product (if the product is serialized) and of the Juniper Networks hardware product on which it is installed, if applicable.

(Such Juniper Networks products so supported are herein referred to as the “**Supported Juniper Products**” but only as long as they are also covered under a current, valid Juniper Networks Service Contract)

A **Subscription License** (as defined in the EULA) purchased by End User shall be treated as a Juniper Networks Service Contract for purposes of this SDD.

3. Service Features and Deliverable Description

As part of the Services, Juniper Networks will use commercially reasonable efforts to provide End User with the following:

3.1 Technical Support

This feature provides End User access to Juniper technical support engineers, software releases, access to online tools and hardware replacement options.

There are seven (7) support options End User can choose based on their business needs including Core, Core Plus, Next-Day Delivery, Next-Day Ship, Next-Day Onsite, Same-Day, Same-Day Onsite. Please see table below for features included in each option.

	Core	Core Plus	Next-Day Delivery	Next-Day Ship	Next-Day Onsite	Same-Day	Same-Day Onsite
JTAC Access	•	•	•	•	•	•	•
Software Releases	•	•	•	•	•	•	•
Online Tools	•	•	•	•	•	•	•
Return-to-factory		•					
Next-Business Day Advanced Replacement Part Delivery			•		•		
Next-Business Day Advanced Replacement Part Shipment				•			
Same-Day Advanced Replacement Part Delivery						•	•
Onsite Technician					•		•

- **JTAC Access**

With JTAC support, End User will have unlimited access to JTAC engineers by phone and online 24/7/365. As a single point of contact for all support needs, JTAC engineers have extensive experience in supporting large-scale networks and will help diagnose system problems, configure, troubleshoot and, provide work-around solutions where necessary. To ensure that JTAC responds as quickly as possible, automatic escalation alerts to senior management are triggered on all priority issues.

- **Software Releases**

During the term of the Juniper Networks Service Contract, Juniper Networks shall make available the Supported Updates (as defined below) to End User solely for support of the End User's Supported Juniper Product, subject to the terms and conditions set forth below:

- i) *Rights in Supported Updates.* For each Supported Update with regard to the Software (as defined in the EULA) originally embedded in, delivered with or consisting of the End User's Supported Juniper Product, the End User's rights in any such Supported Update will be subject to
 - (1) the terms of the EULA,
 - (2) to any applicable Entitlement (as defined in the EULA) with respect to such original Software and
 - (3) to those same restrictions and conditions that apply to such original Software

May 17, 2011

ii) Definitions.

- (1) As used herein, “**Supported Updates**” (or “**Supported Release**”) as of a particular time means any Update (as defined in the EULA) of the Software consisting of or then available generally to End Users of the Juniper Networks Product, provided, however, that Supported Update excludes:
 - (a) any Chargeable Major Releases (defined below) (and any other Updates based on any such Chargeable Major Release) that are made available after the original Software licensed to the End User, unless End User has separately purchased a license to such Chargeable Major Release and such Chargeable Major Release is itself Juniper Networks Product;
 - (b) any Separately Licensable Feature (as defined in the EULA) embedded in or otherwise associated with the Software (and any Updates of any such Separately Licensable Feature) unless End User has separately purchased a license to such Separately Licensable Feature, and such Separately Licensable Feature is itself a Supported Juniper Product;
 - (c) any Update that, under then-applicable Juniper Networks standard End-of-Life/End-of-Support policies, is no longer eligible for support.

Note that availability of such release at any particular time is subject to then-current software end of life and end of support policies posted at <http://www.juniper.net/support/eol/#software> under the title, “EOL and EOS Notification Policy and Procedures”),

- (2) “**Chargeable Major Release**” means a release of Software that, due to its enhancements in functionality or performance from prior releases, is made available by Juniper Networks only upon payment of a separate license fee specifically for that release.

• **Online Tools**

During the term of the Juniper Networks Service Contract, Juniper Networks provides End User with self-service access to Juniper Networks’ Customer Service Center (**CSC**) online portal, which provides information, answers, tools, and service options for End User’s use in supporting its Juniper Supported Product. Offerings include, but are not limited to, software downloads, technical alerts and bulletins, RMA requests, and the Juniper Networks Knowledge Base. Use of online tools is subject to the following:

End Users shall have personal, non-transferrable, non-sublicensable, non-exclusive access during the term of the EUSA to Juniper Networks’ online Customer Support Center (CSC) (currently at the URL: <http://www.juniper.net/support>) subject to limited use terms posted at such site, all solely for End User’s internal use in support of its Juniper Networks Product covered under Juniper Networks Services Contract.

Juniper Networks reserves the right in its discretion to limit or prohibit access by any End User if Juniper Networks believes that such access may give rise to violation of such export control laws or regulations or any other violation of Juniper Networks’ rules or the limited use terms identified above.

• **Hardware Repair/Replacement Options**

There are four (4) hardware replacement options that End User may select based on their business needs:

- Return-to-Factory
- Next-Day Delivery
- Next-Day Ship
- Same-Day

For all hardware replacement options, the parties shall follow Juniper’s then-current RMA Policy and Procedures as posted at <http://www.juniper.net/support/rma-procedure.html> and shall return the defective FRU to a Juniper Networks-specified RMA return location. Juniper Networks RMA return depot locations can be found at

May 17, 2011

<http://www.juniper.net/support/rma-locations.html>, which is subject to change. Replacements may be new or refurbished.

Actual delivery times may be affected by events beyond Juniper's reasonable control or by applicable export or import controls and licensing requirements or by local customs processes.

As used below:

- **"Business Day"** in connection with a particular JTAC facility, Service Manager or other Juniper Networks resource supporting Juniper Networks Services means Monday through Friday, 8:00 a.m. to 5:00 p.m., in the time zone where such resource is located, excluding local holidays.
- **"FRU"** means the hardware component or subassembly that Juniper determines is replaceable at the Ship-to Address.
- **"Ship-to Address"** means a warehouse or other manned operating facility within the applicable Service Availability Area and which is either (i) the installation site of affected Product or other facility of End User (or of the End User's agent or contractor) designated by the End User in its request for RMA, **but only if** the End User also designates therein in writing the name and office address (including country name) of that End User **and** of such End User agent or contractor, as applicable; or (ii) otherwise, the End User's facility.
- **"Service Availability Area"** means with respect to any Juniper Networks Service Contract or renewal, the city and zip/postal code associated with the Support Availability Verification Number (as generated by Juniper's on-line Support Availability Tool) designated in the purchase order for such contract or renewal.

Below is the description of each hardware replacement option:

- **Return-to-Factory**

Juniper Networks will replace or repair the FRU identified in the Juniper-issued RMA and ship the replacement or repaired FRU, as applicable, to the Ship-to Address within 10 Business Days after Juniper's receipt of the defective FRU at the specified RMA return location. The repaired or replacement FRU may be shipped from a Juniper global distribution center.

- **Next-Day Delivery**

Juniper Networks will deliver FRU replacements at the Ship-To Address in advance of receiving returned defective hardware on the next Business Day if the RMA is issued by 3pm (local JTAC time) on a Business Day. If the RMA is issued after 3pm, then Juniper Networks will deliver on the Business Day following the next Business Day. "Next-Day Delivery" is subject to availability.

- **Next-Day Ship**

Juniper Networks will ship FRU replacements to the Ship-To Address in advance of receiving returned defective hardware on the next Business Day if the RMA is issued by 3pm (local JTAC time). If the RMA is issued after 3pm, then Juniper Networks will ship on the Business Day following the next Business Day. The replacement FRU will be shipped from a Juniper in-country depot.

"Next-Day Ship" is subject to availability, and is a limited offering that is only available where Next Day Delivery would otherwise be available but for the fact that no in-country depot is close enough to Ship-to Address to accommodate Next-Day Delivery.

- **Same-Day**

Juniper Networks will deliver FRU replacements to the Ship-To Address, 24 hours a day, 7 days a week, within 4 hours of issuance of RMA In advance of receipt of defective hardware. "Same Day" is subject to availability.

May 17, 2011

Additional Limitations: The turnaround time commitments above shall not apply in cases where End User submits bulk RMA's (exceeding five (5) FRUs). In those cases, Juniper Networks will support the RMA subject to FRU availability.

- **Onsite**

Upon final diagnosis of a part failure and replacement authorization by Juniper Networks, a trained service technician is dispatched to the affected site. Once there, the service technician coordinates with JTAC and End User's in-house contact for final resolution of the problem and End User will return the defective product to Juniper Networks. Juniper Networks Onsite support offerings do not provide assistance for software troubleshooting or configuration support.

3.2 Junos Space Service Now

The Junos Space Service Now network management software is offered under license as an additional feature of the Services. Service Now is a software application that runs on the Junos Space software platform and monitors Juniper Networks products running on an active, supported version of Junos software. Junos Space Service Now software provides service automation capabilities for detecting network issues and collecting diagnostic information on Junos-based devices.

As part of the Service, Juniper Networks will grant to End User a personal, non-exclusive, non-sublicensable, non-transferrable license, during the term of the Juniper Networks Services Contract, to install and use the Junos Space Service Now software for End User's for internal purposes only, subject to the terms of the EULA, to monitor Supported Juniper Product, Such license to last as to each Supported Juniper Product through the expiration of the term of the Juniper Networks Services Contract covering such product.

The following is a more detailed description of the Junos Space Service Now software application features:

- Automated Incident Management

This feature provides the user the capabilities to automatically detect, analyze, troubleshoot and report incidents on specific device events. Juniper Networks will provide the following deliverables as part of this feature:

- Access to knowledge and software components required in the setup of Service Now. Please refer to Service Now User Guide for details. The user guide can be found at <http://www.juniper.net/support/products/space/>
- Ongoing access to latest incident driven Advanced Insight Scripts (AI-Scripts). AI-Scripts help detect, collect and report relevant diagnostic data as specific events happen and trigger automatic event alerts for the user's operations staff.

The types of events that AI-Scripts currently support focus on device operation (i.e. not networks or interfaces) and generally fall into one of three categories:

- Hardware failures
- Software failures
- Issues caused by resource exhaustion

Examples of specific events that are covered are ASIC errors, daemon crashes and memory allocation issues. New AI-Scripts are continuously being developed and made available to the user on an ongoing basis.

AI-Script does not cover events outside the scope of the above categories such as reboots, card swaps, loss of power, cable disconnects.

- Capability to select and report specific events that are detected by AI-Script to Juniper Networks. The cases will be automatically populated with relevant device and incident information. End User can also receive case update notification alerts automatically.

May 17, 2011

- Capability to manage automated incident management infrastructure via Junos Space platform including assigning resource and generating case summary by product, organization, and defect.
- As specific events occur on Junos OS-based products in your network, incident-driven AI-Scripts detect, collect, and report relevant diagnostic data and send to JSS that can help JTAC engineers to handle any reported case efficiently by providing necessary software and hardware configurations.
- Inventory Management Assistance

This feature enables End Users to automatically collect and record the most up-to-date device inventory information for all devices managed by Service Now. Juniper Networks will provide the following deliverables as part of this feature:

- Infrastructure to automatically collect and record the most up to date device inventory information such as device name, software version, platform, serial number, chassis inventory details for all devices managed by Service Now.
- Ability to download consolidated report on inventory data.

3.3 Knowledge Transfer

This feature provides access to eLearning courses on Juniper Networks product troubleshooting features leveraging expert training staff with deep technical and industry knowledge

4. End User Responsibilities

- Install and set up Junos Space Service Now.
- Provide all necessary hardware required for Junos Space Service Now.
- Determine a Juniper site id to use to open cases with Service Now and an email address of a primary contract for the site ID.
- Register at Juniper Networks CSC, register all Supported Juniper Products and Site ID's and keep all such information current, accurate and complete at all times.
- Set up Internet access of Service Now to connect to Juniper Support Systems (JSS) including any potential firewall settings.
- Create an organization in Service Now using the site ID and contact linked to the Juniper Care services contract. This step registers and licenses the Junos Space appliance and Service Now application.
- Discover devices using Junos Space device manager.
- Deploy AI-Scripts on devices using Service Now.
- Contact Juniper and provide all the required information to activate the Services entitlement such as serial numbers of each system level piece of hardware to enable the support level and delivery of services.
- Provide information on the current software releases running in their network and current configurations as and when requested by Juniper Networks to enable delivery of the service deliverables mentioned in this offering.
- Provide access to servers, equipment, information, logs, infrastructure and resources that are necessary for the delivery of the service.
- Ensure that the requirements identified for the proper working of the Juniper Networks' solution are in place. These requirements may be documented in the product documentation or user guides or additional recommendations communicated by the Juniper Networks team from time to time for proper delivery of Juniper Networks' services.
- Advise Juniper of any Information Juniper may reasonably request about the execution of the Services throughout the delivery of Services. If third party participation and co-operation is required in order for the End User to perform the End User responsibilities, End User shall be responsible for getting such participation and co-operation. End User shall provide written notice to Juniper Networks as soon as it becomes aware or has reason to believe that End User will not meet any of the End User responsibilities.

May 17, 2011

5. Availability

- These Services are available (excluding countries listed in Group E under the US Export Administration Regulations (currently, Cuba, Iran, North Korea, Sudan and Syria) and any other countries as to which the furnishing of such Services may be prohibited); provided, however, that certain advance replacement and onsite services are not available in certain countries. Services are available for a minimum fixed duration of 12 months.

6. Scope

- The scope of this service is limited to the Juniper Networks products and services purchased by the End User.
- Services shall be delivered remotely from an authorized Juniper location unless specified otherwise.
- All service deliverables in this offering are available in English only.
- Juniper's obligation to perform any particular Services hereunder is contingent upon Juniper receiving from End User such cooperation, network access, consents, information and materials that Juniper may reasonably request to enable Juniper's proper and efficient performance of such Services and to enable Juniper to do so in compliance with all applicable laws and regulations.

7. Glossary

- **Advanced Insight Scripts:** AI-Scripts are written by Juniper Networks JTAC experts and when installed on JUNOS devices, work within the JUNOS software to intelligently collect and create discrete packages of incident-based and intelligence-based data and information. Advanced Insight Scripts can securely transfer via a secure protocol such as Secure FTP (SFTP) a Juniper Message Bundle containing collected data for further processing.
- **Juniper Support Systems (JSS):** it is located within Juniper Networks premises and uses Juniper Networks knowledge base, engineering expertise, and specialized tools, to resolve incident cases that you open using Service Now.
- **JTAC:** Juniper Technical Assistance Center.
- **RMA:** Return Materials Authorization.
- **Case:** a service request generated by the End User related to an incident.

About Juniper Networks

Juniper Networks, Inc. is the leader in high-performance networking. Juniper offers a high-performance network infrastructure that creates a responsive and trusted environment for accelerating the deployment of services and applications over a single network. This fuels high-performance businesses. Additional information can be found at www.juniper.net

May 17, 2011

Corporate and Sales Headquarters

Juniper Networks, Inc.
1194 North Mathilda Avenue
Sunnyvale, CA 94089 USA
Phone: 888.JUNIPER (888.586.4737)
or 408.745.2000
Fax: 408.745.2100

APAC Headquarters

Juniper Networks (Hong Kong)
26/F, Cityplaza One
1111 King's Road
Taikoo Shing, Hong Kong
Phone: 852.2332.3636
Fax: 852.2574.7803

EMEA Headquarters

Juniper Networks Ireland
Airside Business Park
Swords, County Dublin, Ireland
Phone: 35.31.8903.600
EMEA Sales: 00800.4586.4737
Fax: 35.31.8903.601

Copyright 2011 Juniper Networks, Inc. All rights reserved. Juniper Networks, the Juniper Networks logo, Junos, NetScreen, and ScreenOS are registered trademarks of Juniper Networks, Inc. in the United States and other countries. All other trademarks, service marks, registered marks, or registered service marks are the property of their respective owners. Juniper Networks assumes no responsibility for any inaccuracies in this document. Juniper Networks reserves the right to change, modify, transfer, or otherwise revise this publication without notice.

990331 - May 2011



Customer Name	
Product Name	
PCS Support Contract Number	
PCS Start Date	
PCS Expiration Date	

Preferred Customer Support (PCS) Annual Support Contract

Having a technical problem can impact productivity and cost you valuable time and resources. That's why SYN-APPS offers our **Preferred Customer Support (PCS)** program, an annual contract to help you get the most from your purchase. With a PCS contract, you receive the following:

- **Email, Web Site, and Phone Support.** As a preferred customer you are guaranteed replies to any questions regarding supported versions of our software. PCS offers unlimited e-mails, access to web-based resources, and up to 2 phone calls per month. Our objective is to be there to help you, every business hour of every business day.
- **Patches and Upgrades.** Preferred customers have access to major and minor product releases at no charge. SYN-APPS typically releases 3-4 minor upgrades (maintenance) and 1-2 major upgrades (new features) per year as we enhance our products to meet market and customer demands.
- **Access to Information.** Customers with PCS may elect to receive company update mailings and other news. These mailings outline new features, provide tips for product use, discuss common issue resolutions, and deliver other valuable product information.

On-site assistance is not available under the standard support contract, but may be purchased on a time and materials basis. SYN-APPS can provide other support services by special arrangement.

How to Obtain a Support Contract. The easiest way to get PCS is at the time of initial software purchase. If you already have a product and need PCS, you may purchase PCS by contacting SYN-APPS directly at 866-664-6071 or email sales@Syn-Apps.com.

Support Center Hours of Operation

The SYN-APPS support center is open during the hours of 07:00 to 16:00 Arizona Time on all weekdays except for published holidays. You can contact us using any of the following methods:

Technical Support Form <http://www.syn-apps.com/resources/support/>
E-Mail support@Syn-Apps.com
Telephone 480-664-6071, option 2
Fax 480-659-8999

Priorities of Reported Issues

When you report a problem, a SYN-APPS support engineer will work with you to prioritize your support need using the following priority guidelines:

Priority 1 – Business critical. Solution is non-operational and productivity is seriously impacted. There is no reasonable workaround currently available. Requires immediate attention.

Priority 2 – Operational impact. Solution is operational but productivity is negatively impacted or performance is degraded.

Priority 3 - Minor problem or enhancement.

Please keep your support engineer informed of any changes in your environment that affect the priority of the case. If new issues persist or increase in frequency, the priority level may need to be raised. By the same token, if you discover a workaround for the problem, the priority level might be lowered.



Response Goals

SYN-APPS will make every effort to provide an initial response according to the following guidelines:

Priority	Initial Response
Priority 1	Within 1 hour of receipt
Priority 2	Within 4 hours of receipt
Priority 3	Within 1 business day of receipt

This initial response may involve a resolution, priority discussion, or request for more information as necessary.

For priority 1 problem, we will make every attempt to provide a workaround to give you an immediate interim solution during the initial response.

Escalation

We make every effort to ensure that your questions and problems are handled effectively. However, if our normal support cycle does not produce the results you need or if your problem changes in severity, the case may be escalated. It is SYN-APPS' objective to be an excellent business partner, and it may be possible to reprioritize based on special needs, circumstances, or business opportunities.

To escalate a problem, you may request that the support engineer escalate the case based primarily on the following criteria:

- 1) Issue has progressed to a different level of business severity
- 2) Level 1 support engineer is unable to demonstrate / communicate understanding of the customer issue
- 3) Level 1 support engineer understands the issue and requests customer escalation

Problem Diagnosis and Resolution

What You Agree To. Problem diagnosis and resolution assumes that you will:

- Send SYN-APPS a clear description of the defect (or symptom of defect).
- Provide reasonable evidence that the problem is (or is highly likely) caused by a defect or failure in a SYN-APPS product, including, if deemed necessary by SYN-APPS, a test case (if possible, in a stand alone application) which reproduces the defect.
- Make available to SYN-APPS a qualified and responsive engineer capable of executing tests or trials, and communicating additional facts or properties, to assist SYN-APPS in problem diagnosis and resolution.

Terms and Conditions. SYN-APPS does not guarantee to support your use of a version of the operating system, compiler, or other third-party software which our products have not yet been certified to support. Nor does SYN-APPS guarantee to support any version of the operating system, compiler, or other 3rd-party software which SYN-APPS has announced that it no longer supports.

The priority of a problem may change over time. SYN-APPS reserves the right to reprioritize a problem based on circumstances and facts provided by you, or facts discovered during defect diagnosis by SYN-APPS. SYN-APPS will not unreasonably reclassify defects.

SYN-APPS will support each major or minor version of a product for a minimum of one year from the date of release and a minimum of one year from the date of release of a successor major or minor version. Versions are denoted by version number. A major version is denoted by a change in major version number (e.g., from 6.2 to 7.0). A minor version is denoted by a change in minor version number (e.g., from 6.1 to 6.2). All other versions are patches or bug-fix versions and do not have any bearing on the duration of support for a major or minor version. Patches and bug fix versions are supported only while the major or minor version to which they apply is supported.

SYN-APPS will provide at least one year's notice that a version will no longer be supported. These notices, as well as a list of all previously desupported versions, are made available on our web site.

SYN-APPS reserves the right to refuse to remedy a problem in a particular product version if the problem is fixed in a more recent version.



Syn-Apps Update Policy

Effective: January 01, 2010

An update is the vehicle by which customers who have never purchased PCS, or who have let their PCS contract lapse, get a current version of the product and activate (or reactivate) their PCS contract. Following is the new policy, which will apply to the entire Product Family.

1. A PCS contract entitles a customer to any and all updates of the covered product(s) for the duration of the contract (usually for one year, but sometimes multi-year contracts are purchased).
2. Customers will be notified of the availability of a product update release and can opt to not take it or download it from our website. SYN-APPS will not by default ship a product update to a customer unless the customer specifically requests it.
3. Customers will be notified prior to the expiration of their PCS contract and given the option to renew for an additional year(s).
4. If updates are shipped rather than downloaded from our website, the customer is responsible for shipping costs.
5. Any customer who purchases an update for a product (or renews PCS coverage on it) must purchase updates (or renew PCS) for all copies of that product that the customer owns. Partial Updates are not permitted.
6. If a customer wishes to update (or renew PCS for) a subset of the total number of copies they own of a product, they must write a letter (email is acceptable) indicating that they are no longer using the copies they do not wish to update (or renew PCS for). The letter should include the serial numbers of the licenses they wish to terminate. These licenses will then be terminated.
7. Any customer that does not own a current PCS contract on a product is not entitled to any update of that product, even if the requested update was available prior to the expiration of their contract.
8. During the first twelve months after PCS has lapsed, a customer may purchase an update at 50% of the then current list price of a new license (without PCS), plus the then current full price of a one-year PCS contract renewal.
9. During the second twelve months after PCS has lapsed, the customer may purchase an update at 75% of the then current list price of a new license (without PCS), plus the then current full price of a one-year PCS contract renewal.
10. If PCS has lapsed by more than two years, the customer must purchase new product.



Contract Amendment

AZ DEPT. OF ADMINISTRATION
STATE PROCUREMENT OFFICE

100 N. 15TH AVE., STE. 201

Phoenix, AZ 85007

CONTRACT NO.: ADSP012-024652

Network Equipment and Services

PAGE
1

AMENDMENT NO.: One (1)

OF
1

CONTRACTOR:

Insight Public Sector Inc.
444 Scott Drive
Bloomington, IL 60108

STATE AGENCY:

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



CONTACT: Erica Falchetti
PHONE: 800-467-4448 ext 3071
EMAIL: Erica.falchetti@insight.com


CONTACT: Terri Johnson
PHONE: 602-542-9122
EMAIL: terri.johnson@azdca.gov

1. Pursuant to the above referenced Contract, Uniform Terms and Conditions, Paragraph 5.1, Amendments, the Contract shall be amended as follows:

1.1 The above referenced contract shall be extended from May 11, 2013 to May 10, 2014.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.	THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.
	
<p style="text-align: center;">SIGNATURE</p>	<p style="text-align: center;">SIGNATURE</p>
<p style="text-align: center;">DATE</p>	<p style="text-align: center;">DATE</p>
<p>VP. GIM DAVE CRISTAL PRINTED/TYPED NAME AND TITLE</p>	<p>Terri Johnson, Procurement Manager TYPED NAME AND TITLE</p>

	Contract Amendment		State of Arizona State Procurement Office 100 N. 15 TH Avenue, Suite 201 Phoenix, AZ 85007	
	Contract No.: ADSP012-024652			PAGE 1 OF 2
	Amendment No.: Two (2)			

CONTRACTOR: Insight Public Sector Inc 444 Scott Drive Bloomingdale, IL 60108 CONTACT: IPS Bid Support PHONE: 800.324.2437 EMAIL: ipsbidsupport@insight.com	STATE AGENCY: AZ Department of Administration State Procurement Office 100 N. 15 TH Avenue, Suite 201 Phoenix, AZ 85007 CONTACT: Delia Walters PHONE: 602.542.9125 EMAIL: Delia.Walters@azdoa.gov
---	--

NETWORK EQUIPMENT AND SERVICES

1. In accordance with Uniform Terms and Conditions, Paragraph 5.1, Amendments, on Page 16 of 34 and the Special Terms and Conditions Paragraph C. Contract Extensions five (5) Year Maximum on Page 18 of 38, the Contract is extended for the period of May 11, 2014 to May 10, 2015.
2. Special Terms and Conditions are revised as follows:
 - a. Section Z. Usage is revised to read:

This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statute (A.R.S.) §41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the U.S. Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. §41-2631(4) as any non-profit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).
 - b. Section AA. Administrative Fee is revised to read:
 1. Contractor shall assess an administrative fee in the amount of one (1%) against all contract sales to members of the State Purchasing Cooperative – including cities, counties, school districts and other qualified members. The administrative fee is calculated against all sales under this contract minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. An updated list of State Purchasing Cooperative members may be found at http://spo.az.gov/Cooperative_Procurement/SPC/default.asp.
 2. At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) days written notice prior to exercising or changing this option.
 3. The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.



4. Contractors shall submit a Quarterly Usage Report documenting all contract sales. The proper Usage Report Forms may be found on the State Procurement Office's web site at http://spo.az.gov/Contractor_Resources/Admin_Fee/default.asp. Any alternate Quarterly Usage Report format shall be approved by the Procurement Officer. If there are no contract sales during a quarter, a quarterly Usage Report indicating "no contract sales" shall be submitted to satisfy this requirement. Although not required under this reporting activity, the contractor shall provide itemized usage reports detailing all acquisitions against this contract upon request.

5. The applicable Administrative Fee shall be submitted, along with a Quarterly Usage Report to the State Procurement Office no later than the last day of the month following the end of each calendar quarter. Administrative Fees shall be submitted to the following address:
 Arizona Department of Administration
 State Procurement Office
 Attention: Statewide Contract Administrative Fee
 100 N. 15th Avenue, Suite 201
 Phoenix, AZ 85007.

6. The submission schedule for Administrative Fees and Usage reports shall be as follows:
 July through September (FY Q1) – Due October 31
 October through December (FY Q2) – Due January 31
 January through March (FY Q3) – Due by April 30
 April through June (FY Q4) – Due by July 31

7. Contractor's failure to remit accurate administrative fees and quarterly usage reports in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

All other terms, conditions and provisions remain unchanged.

This Contract Amendment is not binding against the State of Arizona unless signed by an <u>authorized representative</u> of the Contractor and then accepted in writing by an authorized representative of the State.	
Contractor hereby acknowledges receipt and understanding of the above amendment.	The above referenced contract amendment is hereby executed this date by the State.
	
Signature Date 3-14-14	Signature Date 03-14-2014
_____ Dave Cristal _____ VP - GM Printed/Typed Name and Title	_____ Delia A. Walters _____ Procurement Officer Printed/Typed Name and Title

STATE OF ARIZONA
PURCHASE ORDER TERMS AND CONDITIONS

1. **Modification.** No modification of the purchase order shall bind Buyer unless Buyer agrees to the modification in writing.
2. **Packing and Shipping.** Seller shall be responsible for industry standard packing which conform to requirements of carriers' tariffs and ICC regulations. Containers must be clearly marked as to lot number, destination address and purchase order number.
3. **Title and Risk of Loss.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually received the goods at the point of delivery.
4. **Invoice and Payment.** A separate invoice shall be issued for each shipment. No invoice shall be issued prior to shipment of goods and no payment will be made prior to receipt of goods and correct invoice. Payment due dates, including discount periods, will be computed from date of receipt of goods or date of receipt of correct invoice (whichever is later) to date Buyer's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes. The Buyer's obligation is payable solely from funds appropriated for the purpose of acquiring the goods or services referred to in this Purchase Order.
5. **Inspection.** All goods are subject to final inspection and acceptance by Buyer. Material failing to meet the requirements of this Purchase Order will be held at Seller's risk and may be returned to Seller. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of the Seller.
6. **No Replacement of Defective Tender.** Every tender of goods must fully comply with all provisions of Purchase Order as the time of delivery, quantity, quality and the like. If a tender is made which does not fully conform, it shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
7. **Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions of the Purchase Order are delayed or prevented by any cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, that party is unable to prevent.
8. **Gratuities.** The Buyer may, by written notice to the Seller, cancel this Purchase Order if it is found by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the State of Arizona with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with the respect to the performing, of such order. In the event this Purchase Order is cancelled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies to recover or withhold from the Seller the amount of the gratuity.
9. **Warranties.** Seller warrants that all goods delivered under this Purchase Order will conform to the requirements of this Purchase Order (including all applicable descriptions, specifications, drawings and samples) will be free from defects in material and workmanship and will be free from defects in design and fill for the intended purposes. Any inspection or acceptance of the goods by Buyer shall not alter or affect the obligations of Seller or the right of Buyer under the foregoing warranties.
10. **Assignment – Delegation.** No right or interest in this Purchase Order shall be assigned by Seller without the written permission of Buyer, and no delegation of any duty of Seller shall be made without permission of Buyer.
11. **Interpretation – Parole Evidence.** This Purchase Order is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Purchase Order. Acceptance or acquiescence in a course of performance rendered under this Purchase Order shall not be relevant to determine the meaning of this Purchase Order even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the Purchase Order the definition contained in the Code is to control.
12. **Non-Discrimination.** Seller agrees not to discriminate against any employee or applicant for employment in violation of the terms of Federal Executive Order 11246, State Executive Order No. 2009-09 and A.R.S. Section 41-1461 et seq.
13. **Indemnity.** Seller agrees to indemnify and save the Buyer harmless from any loss, damage or expense whatsoever resulting to the Buyer from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this Purchase Order and upon written request Seller will defend at its own cost the expense any legal action or suit against the Buyer involving any such alleged patent infringement, and will pay and satisfy any and all judgments or decrees rendered in any against such legal actions or suits. Seller will indemnify Buyer against all claims for damages to person or property resulting from defects in materials or workmanship.
14. **Liens.** All goods delivered and labor performed under this Purchase Order shall be free of all liens, and if Buyer requests, a formal release of all liens will be delivered to Buyer.
15. **Contract Number.** If an Arizona contract number appears on the face of this Purchase Order, the terms of that contract are incorporated herein by this reference.
16. **Taxes.** The State of Arizona is exempt from Federal Excise Tax.
17. **Conflict of Interest.** Pursuant of A.R.S. Section 38-511 this Purchase Order is subject to cancellation by the Buyer if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
18. **Remedies and Applicable Law.** This Purchase Order shall be governed by, and Buyer and Seller shall have all remedies afforded each by, the Uniform Commercial Code as adopted in the State of Arizona except as otherwise provided in this Purchase Order or in statutes pertaining specifically to the State. This Purchase Order shall be governed by the law of the State of Arizona, and suits pertaining to this Purchase Order may be brought only in the courts of the State of Arizona.
19. **Arbitration.** The parties must use arbitration as required by A.R.S. Section 12-1518.



Legislation Description

File #: 15-192, **Version:** 1

AUTHORIZATION TO AMEND CONTRACT C-8671 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 Contract Amendment No. 1 (C-8671-1) with Insight Public Sector Inc., and to approve expenditure authority in the amount of \$460,000 for the remainder of FY 14-15, and \$960,000 for FY 15-16, for a total contract amount of \$1,420,000. On 10/22/2013, Council approved the Linking Agreement with Insight (C-8671) and expenditure authority of \$500,000 per year for mass replacement of City PCs and additional hardware. An additional \$460,000 of spending authority is being requested for this fiscal year and next to purchase hardware including, but not limited to, PCs, laptops and printers, as well as software maintenance. The approval of this amendment will extend the Insight agreement from 04/14/2015 to 04/30/2016.

Due to an emergency purchase made with HP in the amount of \$189,000, the remaining amount to be spent this fiscal year with Insight is \$271,000.

Background

This fiscal year, 69% (\$1.6M asset cost) of the PCs being used in the City are past their replacement date. Maintaining the hardware employee's use on a daily basis is crucial to all City functions and services. Computer replacement is necessary because equipment fails, exceeds its service life where replacement parts are no longer available, or related technology, such as operating systems or application software, specify newer units as a requirement to operate. Due to the reduced replacement fund budget that occurred from 2007 through 2013, only the PCs that physically ceased to operate were replaced. The number of PC's replaced annually from 2006-2009 averaged 437 per year. From 2010 to the beginning of 2014 the annual number of pc replacements dropped to 39 annually. In addition to desktop computers (PCs), printers, servers and other devices required for City operation are in need of replacement to include 67% of printers and 70% of servers.

The approval of this expenditure request enables the IT department to quickly order replacements for non-functioning equipment. 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.

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

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.

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 to this vendor throughout the fiscal year which individually or collectively would have exceeded the \$50,000 threshold. If approved, the annual expenditure amount with Insight Public Sector for this contract will be consolidated under this council request and will not exceed \$960,000 per year. The expenditure authorization being requested is budgeted and paid from the Technology Fund and no additional funding is being requested.

Previous Related Council Action

On 10/22/2013 City Council approved the Linking Agreement (C-8671) with Insight Public Sector, Inc.

This item was tabled at the 03/24/2015 Voting Meeting and reviewed at the 04/07/2015 Workshop.

Community Benefit/Public Involvement

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

Budget and Financial Impacts

The additional \$460,000 requested brings this fiscal year's expenditure authority to \$960,000. The emergency purchase amount of \$189,000 will be deducted from the \$460,000, leaving \$271,000 to be spent with Insight for the remainder of FY 14-15. The amount budgeted in the TF next fiscal year will fluctuate based on organizational needs and replacement schedules, but will not exceed \$960,000.

Cost	Fund-Department-Account
\$271,000	1140-11530-521000 - Technology Fund

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

AMENDMENT NO. 1
TO
LINKING AGREEMENT
BETWEEN THE CITY OF GLENDALE, ARIZONA
AND
INSIGHT PUBLIC SECTOR, INC. (Contract No. C-8671)

This Amendment No. 1 to the Linking Agreement (the "Amendment") is made this _____ day of _____, 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-8671, dated October 22, 2013 (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 until April 30, 2016, unless the U.S. Communities Contract expires first (at which point the Agreement and any amendments expire) or is otherwise terminated or canceled as provided by the Agreement or the U.S. Communities 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 the Agreement will not exceed One Million Four Hundred Twenty Thousand Dollars and Zero Cents (\$1,420,000).
3. **Capitalized Terms.** Unless defined in this Amendment, all capitalized terms have the same meaning as given in the Agreement.

4. **Other Provisions Unmodified.** Except as provided in this Amendment, all other terms and conditions of the Agreement and U.S. Communities Contract remain unmodified and in effect.

CITY OF GLENDALE, an Arizona
municipal corporation

Richard A. Bowers
Acting 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: David Cristal

Title: VP - GM

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

THIS AGREEMENT (this "Agreement") is entered into as of October 23, 2013, 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. On March 28, 2006, U.S. Communities Government Purchasing Alliance entered into a Master Intergovernmental Cooperative Purchasing Agreement Number C-6418 with the City (the "MICPA"), a copy of which is attached as Exhibit A and incorporated by this reference.

B. The County of Fairfax, Virginia, a Lead Public Agency, and Contractor have entered into Contract #4400001195 (#RQ09-997736-42B) (the "U.S. Communities Contract") effective May 1, 2009, as amended, for Technology Products/Equipment and Technology Services/Solutions, a copy of which is attached as Exhibit B and incorporated by this reference.

C. The City is permitted to purchase the goods and services under the U.S. Communities Contract without further public bidding, provided that the purchase is made under the same terms, conditions, and pricing that the lead public agency obtained, and the MICPA permits its cooperative use by other governmental agencies, including the City.

D. Section 2-149 of the City's Procurement Code permits the Materials Manager to authorize a 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 this Agreement.

E. 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 under the U.S. Communities Contract, Contractor consents to the City's utilization of the U.S. Communities Contract as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide computer equipment at discounted prices pursuant to the U.S. Communities Contract.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above (the "Contract Date") and shall expire one (1) year following the Contract Date unless extended by the parties. The length of any such extension will be no more than one (1) year, and the parties may not extend this Agreement more than twice. The parties must agree in writing executed by persons with appropriate signatory authority in order to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.
 - a) Contractor shall provide City the identical supplies, goods or services Contractor provides members of U.S. Communities under the U.S. Communities Contract.

 - b) Contractor agrees to comply with all the terms, conditions and specifications of the U.S. Communities Contract for the purposes of this Agreement which terms, conditions, and specifications are incorporated herein by this reference. The "City of Glendale" shall be substituted for "Fairfax County" or "County" or similar reference to a purchaser throughout the U.S. Communities Contract. The "State of Arizona" is substituted for the "Commonwealth of Virginia," or other similar reference to a state jurisdiction throughout the U.S. Communities Contract.

3. Compensation.
 - a) City shall pay Contractor the same compensation members of U.S. Communities pay Contractor under the U.S. Communities Contract, and the prices City pays Contractor as initially set forth in Exhibit "C" to this Agreement. City and Contractor acknowledge and agree that the prices under the U.S. Communities Contract and the prices City pays Contractor, may change from time to time for many reasons, including but not limited to the periodic update, upgrade or replacement of various types of equipment. When prices are modified, Exhibit C will refer to the new prices.

 - b) The total purchase price for the Goods and Services as authorized in this Agreement is not to exceed Five Hundred Thousand Dollars (\$500,000) per year. If the extensions to this Agreement as described in Paragraph 1 are exercised so that the total term of this Agreement is three years, the total purchase price for all goods and services purchased under this Agreement will not exceed One Million Five Hundred Thousand Dollars (\$1,500,000).


4. Cancellation. This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

[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

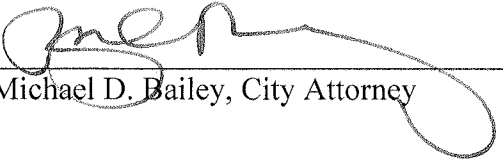
By: 
Brenda S. Fischer, City Manager

“Contractor”

Insight Public Sector, Inc.
an Illinois corporation

By: 
Name: Brian Hicks
Title: SVP

Approved as to Form:


Michael D. Bailey, City Attorney


ATTEST:

City Clerk

Exhibit A

[MICPA]

**CITY CLERK
ORIGINAL**



C-6418
3/28/06

U.S.
COMMUNITIES

Government Purchasers Saving You Money

Founding Co-Sponsors



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made between certain government agencies that execute a Lead Public Agency Certificate ("Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to terms and conditions hereof through U.S. Communities registration to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive bidding and selection process by Lead Public Agencies, a number of Vendors have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies procurement of Products.
5. That a procuring party will make timely payments to the Vendor for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2175 N. California Blvd., Suite 550, Walnut Creek, CA 94596.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the County of Los Angeles, CA (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature

Joe Sandoval, Division Manager
Purchasing and Contract Services
County of Los Angeles

Name and Title of Signer

7/3/02

Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the County of Fairfax, Virginia (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Armando E. Malo
Authorized Signature

ARMANDO E. MALO
Director DPM
Name and Title of Signer

7/8/02
Date


LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the County of Allegheny, Pennsylvania (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Robert B. Webb
County Manager

Date _____


Allan J. Opluchick
Assistant County Solicitor
1.8.03
Date _____

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of USD 259, Wichita Public Schools, KS (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature

Darren C. Muci

RFP 02-04-011 BOE Approval 1/13/03

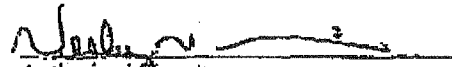
Name and Title of Signer

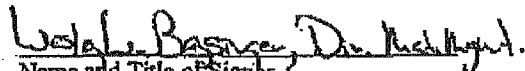
Date


LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the County of Maricopa, Arizona (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.


Authorized Signature



Name and Title of Signer


Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the County of Miami-Dade, Florida (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature

Theodore G. Lucas
Name and Title of Signer
Director, DPM
Miami-Dade County

Apr. 16, 2003
Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the City of Charlotte (Mecklenburg County) (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature

JOHN C. TRUNK

PROCUREMENT SERVICES DIRECTOR
Name and Title of Signer

10-23-03

Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Harford County Public Schools, MD (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

John K. Miller
Authorized Signature

JOHN R. MILLER, Director of Procure.
Name and Title of Signer
Harford County Public Schools

10/24/03
Date



U.S. COMMUNITIES

Government Purchasing Saving You Money

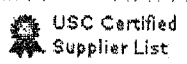
Founding Co-Sponsors



Unparalleled Value in Public Procurement

Registered Agencies in the State of Arizona

Cities, Towns, Villages and Boroughs



- CITY OF APACHE JUNCTION
- CITY OF AVONDALE
- CITY OF BENSON
- CITY OF BISBEE, ARIZONA
- CITY OF BULLHEAD CITY
- CITY OF CASA GRANDE
- CITY OF CHANDLER
- CITY OF COOLIDGE
- CITY OF ELOY, AZ
- CITY OF GLENDALE
- CITY OF MARICOPA
- CITY OF MESA
- CITY OF NOGALES
- CITY OF PEORIA
- CITY OF PHOENIX
- CITY OF SAFFORD

4-6-06

Steinke, Summer

From: Swaziek, James
Sent: Tuesday, May 27, 2008 11:49 AM
To: Steinke, Summer
Subject: RE: Looking for a Master IGA

Summer,
There is no agreement signed by the City of Glendale. US Communities has not required a signed IGA for a number of years according to Ray Nader.

Jim Swaziek

From: Steinke, Summer
Sent: Tuesday, May 27, 2008 11:23 AM
To: Swaziek, James
Subject: RE: Looking for a Master IGA

Jim,

It is the Master IGA. I have attached it. You sent it to me but there aren't any of our officials signatures on it. If not I am just going to log it as is.

Thanks again,
Summer

From: Swaziek, James
Sent: Tuesday, May 27, 2008 11:20 AM
To: Steinke, Summer
Cc: Nader, Raymond; Guzzi, Brian
Subject: RE: Looking for a Master IGA

Summer,
What is this IGA for?

Jim Swaziek, CPPO
Contract Analyst
City of Glendale
Materials Management
6829 North 58th Drive, Suite 202
Glendale, AZ 85301
Phone: 623-930-2867
Fax: 623-915-2694
jswaziek@glendaleaz.com

From: Steinke, Summer
Sent: Tuesday, May 27, 2008 11:09 AM
To: Swaziek, James

5/27/2008

Cc: Nader, Raymond; Guzzi, Brian
Subject: RE: Looking for a Master IGA

Jim,

Do we have anything that has our officials signatures on it?

Thanks,
Summer

From: Swaziek, James
Sent: Tuesday, May 06, 2008 5:05 PM
To: Steinke, Summer
Cc: McCracken, Darcie; Hanna, Pam; Guzzi, Brian; Nader, Raymond
Subject: RE: Looking for a Master IGA

Summer,
I found the attached documents in our electronic file. If they do not meet your needs, Brian or Ray may be able to provide a physical copy for you tomorrow.

Jim Swaziek, CPPO
Contract Analyst
City of Glendale
Materials Management
6829 North 58th Drive, Suite 202
Glendale, AZ 85301
Phone: 623-930-2867
Fax: 623-915-2694
jswaziek@glendaleaz.com

From: Steinke, Summer
Sent: Tuesday, May 06, 2008 4:53 PM
To: Guzzi, Brian; Swaziek, James; Nader, Raymond
Cc: McCracken, Darcie; Hanna, Pam
Subject: Looking for a Master IGA

Good Afternoon Gentleman,

I was wondering if any of you electronic or hard copies of an executed copy of the IGA (copy attached) that was discussed & approved per Resolution 3945 (also attached) on March 28th, 2006.

Thank you for your assistance,

Summer Steinke
Management Aide
City Clerk's Office
City of Glendale
623-930-2105
623-463-6678 (FAX)

5/27/2008

Steinke, Summer

From: Swaziek, James
Sent: Tuesday, May 06, 2008 5:05 PM
To: Steinke, Summer
Cc: McCracken, Darcie; Hanna, Pam; Guzzi, Brian; Nader, Raymond
Subject: RE: Looking for a Master IGA
Attachments: Attorney agreement approval.pdf; Master Intergov Coop Purchasing Agreement.pdf; US Communities Registration.pdf

Summer,

I found the attached documents in our electronic file. If they do not meet your needs, Brian or Ray may be able to provide a physical copy for you tomorrow.

Jim Swaziek, CPPO
Contract Analyst
City of Glendale
Materials Management
6829 North 58th Drive, Suite 202
Glendale, AZ 85301
Phone: 623-930-2867
Fax: 623-915-2694
jswaziek@glendaleaz.com

From: Steinke, Summer
Sent: Tuesday, May 06, 2008 4:53 PM
To: Guzzi, Brian; Swaziek, James; Nader, Raymond
Cc: McCracken, Darcie; Hanna, Pam
Subject: Looking for a Master IGA

Good Afternoon Gentleman,

I was wondering if any of you electronic or hard copies of an executed copy of the IGA (copy attached) that was discussed & approved per Resolution 3945 (also attached) on March 28th, 2006.

Thank you for your assistance,

Summer Steinke
Management Aide
City Clerk's Office
City of Glendale
623-930-2105
623-463-6678 (FAX)

5/27/2008

Exhibit B

[U.S. Communities Contract (between Fairfax County, VA and Insight Public Sector, Inc.)]



**U.S.
COMMUNITIES**

Government Purchasers Saving You Money

Founding Co-Sponsors



COMPETITIVE SOLICITATION

BY COUNTY OF FAIRFAX, VIRGINIA

FOR

Technology Products/Equipment and Technology Services/Solutions

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP/ITB # 09-997736-42

Response Due: November 18, 2008

PRE-PROPOSAL CONFERENCE

RFP09-997736-42

An OPTIONAL pre-proposal conference will be held on November 3, 2008, at 1:00 PM at the Fairfax County Government Center, 12000 Government Center Parkway, Room 120C, Fairfax, Virginia 22035. All offerors are urged to attend.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

All questions pertaining to this RFP should be submitted in writing to the contract administrator Teena L. Stewart at dpsmteam4@fairfaxcounty.gov prior to the pre-proposal conference.



FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
12000 GOVERNMENT CENTER PARKWAY, SUITE 427
FAIRFAX, VIRGINIA 22035-0013

www.fairfaxcounty.gov/dpsm

VIRGINIA

TELEPHONE: (703) 324-3201 FAX: (703) 324-3228 TTY: 1-800-828-1140

ISSUE DATE: October 15, 2008	REQUEST FOR PROPOSAL NUMBER: RFP09-997736-42	FOR: Technology Products/Equipment and Technology Services/Solutions
DEPARTMENT: Department of Information Technology	DATE/TIME OF CLOSING: November 18, 2008 / 2:00 PM	CONTRACT ADMINISTRATOR: Teena L. Stewart / 703-324-3227 or; teena.stewart@fairfaxcounty.gov

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

Note: Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No. (Sole
Proprietor)

Prompt Payment Discount: ___% for payment within ___ days/net ___ days

Fairfax Business Prof. & Occupational
Licensing (BPOL) Tax No.

By signing this bid, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A.

BUSINESS CLASSIFICATION – CHECK ONE: LARGE SMALL **Described in Appendix B**

CHECK ONE: MINORITY-OWNED WOMEN-OWNED **Described in Appendix B**

CHECK ONE: INDIVIDUAL PARTNERSHIP CORPORATION

State in which Incorporated: _____

Vendor Legally Authorized
Signature

Date

Print Name and Title

Secretary

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



INTRODUCTION AND BACKGROUND

1. LEAD PUBLIC AGENCY MASTER AGREEMENT

MASTER AGREEMENT

Fairfax County, Virginia (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of **Technology Products/Equipment and Technology Services/Solutions** (herein "Products and Services/Solutions"). Offerors responses will be evaluated in two (2) sections: Section A: Technology Products / Equipment and Section B Technology Services/Solutions. The resulting contract may be awarded to a single offeror or multiple offerors for the products and/or Services/Solutions indicated herein. The intent of this solicitation is to provide Participating Public Agencies a vehicle to purchase **Technology Products/Equipment and Technology Services/Solutions** to meet the Participating Public Agencies IT needs. Offerors may submit a response for Section A Technology Products/Equipment, Section B Technology Services/Solutions or Sections A and B combined (ref. paragraph 18). Definitions of Products/Equipment and/or Services/Solutions may be found in Section 3 below.

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY.

2. OBJECTIVES

- A. Provide a comprehensive competitively solicited Master Agreement offering Technology Products and Services/Solutions to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- F. Provide Participating Public Agencies with environmentally responsible Products and Services/Solutions.

3. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES/SOLUTIONS

Section A

Technology Products/Equipment

The Technology Products/Equipment should include but are not limited to the following: Personal Computers (desktop and laptop), Monitors, Servers, Scanners, Printers, Software, networking, PDA's, Projectors, Memory, Cabling, Computer accessories, Computer Components, Power Protection, and Servers.

Section B

INTRODUCTION AND BACKGROUND continued**Technology Services/Solutions**

Services/Solutions related to the design, use or operation of the products being purchased such as: Systems Configuration; Testing; Software Copying; Hardware/Software Installation; Upgrades and/or Maintenance; System Integration, Network Integration, and other Services and Solutions. The successful offeror(s) should offer a wide range of technical, professional, and financial Services/Solutions to meet the needs of the Participating Public Agencies. Specific requirements will be developed on a task order basis, could include, but is not limited to Services/Solutions such as:

A. Infrastructure Capabilities

- Data Center
 - Server, storage and power & cooling design and implementation
 - Server, storage and application virtualization
 - Fault, configuration and performance management
- Network
 - Core, wide area network (WAN) and edge network design and implementation
 - Wireless
 - Fault, configuration and performance management

B. Unified Security Capabilities

- Physical Security
 - Video Surveillance
 - Access Control
 - Fire / Smoke Alarm
 - Intrusion Detection
 - Video Analytics
- Asset Management
 - RFID
 - Inventory management
 - Asset tagging
- IT Security
 - Endpoint
 - Information Assurance
 - Network
 - Storage
 - Identity Management

C. Communications Capabilities

- Unified Communications, including VOIP / telephony, unified messaging, conferencing and collaboration and presence awareness
- Interoperability

D. Enterprise Content Management/Imaging Capabilities

- Document imaging
- Search and discovery
- Mobile Evidence Capture

INTRODUCTION AND BACKGROUND continued

E. Enterprise-wide Imaging:

- Full suite of imaging, workflow, document management and records management solutions.
- Solution built with open APIs and web services to provide for ease of integration with third party products.
- Capture virtually all document types including paper, faxes, email, word-processed documents, spreadsheets, HTML, XML, audio/video clips and other.
- Integrated solutions for automatic processing including images cleanup, automated indexing/OCR, automated redaction, barcode recognition, as well as functionality including markups and version control.

F. Conversion

- Conversion of physical media to digital media.
- Ability to convert a variety of media types and sizes including microfilm, microfiche, aperture cards, paper, books and other.
- Ability to convert media to a variety of document types.
- Automatic image quality enhancement and manual enhancement techniques.

G. Indexing

- Keying of information.
- Workflow and software solution to handle virtually any volume and any number of fields.
- Day-forward and backfile solutions.
- Multiple levels of quality assurance and verification (e.g., double key verify).
- Integration of automatic indexing technologies.

H. Micrographics

- Certified Full Service Laboratory.
- Ability to provide full service solution in a single entity including creation, development, duplication, processing and inventory and inspection services.
- Most localities require the use of Archival Microfilm as their secure backup.
- Ability to provide micrographic media from source (original media) or digital images.
- OSHA compliant laboratory and development rooms.

I. Long Term Storage & Retrieval

- Secure, certified storage and retrieval services meeting ANSI standards.
- Multiple levels of service for most providers including secure warehouse storage.
- 24x7 On Demand services for fast, efficient access to records.
- Ability to provide dry fire suppression systems and security.

J. E-Commerce Services

- Ability to accept secure credit card payments integrated into or as a separate service.
- Remote, hosted service for all credit card transactions.
- Administration application to allows users to make changes to their own accounts (change credit card number, password, address, etc.).
- Management application to allow site administrator to easily activate/disable user accounts.
- Service should include ability to accept a variety of payments, merchant interface, ability to manage transactions, configure accounts, review account activity, prevent fraud, risk management, receive payments quickly, fraud protection and free help.

INTRODUCTION AND BACKGROUND continued

K. Redaction Services

- Automated workflow process to assist in the human, manual redaction of images.
- Workflow to support human, manual quality assurance of images for edit, deletion or approval.
- Audit capabilities provide for real time reporting, users statistics and processing.
- Robust software workflow to support an unlimited number of images, but also resources in place to appropriately ramp up for time sensitive projects.

L. Integrated Land Information System:

- Integrated solution to process land/real property records from cradle to grave – automating all functions within a land records office.
- Integrated application to electronically capture all aspects of processing including cashiering, imaging, indexing/verification, public inquiry, reporting, auto-redaction, auto-indexing, Internet and eFiling/eRecording capabilities.
- Solution to provide ease of access to the public record both locally and remotely.

M. Court Management System:

- An architecture application that is configurable, secure, auditable, and is table-driven and modifiable by authorized users;
- A fully integrated Case Management System that is web based person-centric solution ... an end-to-end solution;
- A solution that can be fully integrated with external agencies, such as law enforcement;
- A robust, feature rich application which incorporates the functions defined by the National Center for State Courts, and additionally includes Full Document Management, including Workflow and Imaging, Full Accounting Software which includes full General Ledger and is GAAP and GASB34 complainant, Intelligent Event Management, Full In-Court Processing, and Fully Integrated Forms Generation and Word Processing, all without the use of a third-party product.

N. Auto-Redaction:

- Modern solution utilizing state-of-the-art technology to automatically redact without human intervention specific required information from a document or image (e.g., SSN).
- Provides for modern technology to assist in ease of integration to most document image processing systems.
- Provides a process for “burning” document images for permanent redaction or “layered” solutions for removable redactions.

O. Disaster Backup & Recovery:

- Multiple Services levels from simple backup to real-time full mirroring and backup for 24 hour recovery.
- Data Synchronization Software for old, new and changed data.
- Secure location with redundant power supplies.
- State-of-the-art security, fire protection and redundancy solutions.

P. Integrated Vitals System

- Integrated solution to process vital records including birth, death and marriage from cradle to grave.
- Integrated ability to support all supporting documentation such as amendments.
- Full audit capabilities.
- Secure solution to protect vital, private information from public view.

INTRODUCTION AND BACKGROUND continued

Q. Web Hosting

- Secure remote access without the hassles of having to purchase, upgrade or maintain anything.
- Redundant hardware solutions to guarantee uptime, provide virus protection, and unlimited disk space options.
- Disaster recovery service capabilities.
- Synchronization options that can be customized for each locality.
- Seamless integration with e-Commerce solutions.
- Custom interface capabilities.

R. Other Services/Solutions

- Services/Solutions other than listed in A through Q above may be proposed by Offerors.

Throughout the life of this contract, the successful Offeror(s) will maintain expertise, resources and capabilities to:

- Provide commercial hardware, software, peripherals and accessories as ordered under the task order;
- Perform consulting, assessment, design, integration, installation, and managed Services/Solutions at the task order level;
- Perform a wide range of professional, technical support and engineering Services/Solutions to support the mission and objectives of Fairfax County and Participating Public agencies as authorized buyers of this contract;
- Provide maintenance support Services/Solutions;
- Provide ancillary support (logistics support, etc.) relating to provisions of the above-listed products and Services/Solutions;
- Provide project management support for each deliverable under the contract; and
- Provide project-specific and overall contract performance reporting, as required herein.

U.S. COMMUNITIES4. U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") is a non-profit "instrumentality" of government that assists Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and Services/Solutions by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

National Sponsors

U.S. Communities is jointly sponsored by the National Institute of Governmental Purchasing (NIGP), the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials, International (ASBO) and the United States Conference of Mayors (USCM) (herein "National Sponsors").

Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

INTRODUCTION AND BACKGROUND continued

Each Advisory Board Member is expected to actively participate in product bids and selection, participate in policy direction, and share expertise and purchasing innovations.

Agency

City of Charlotte/Mecklenburg, NC
 City of Los Angeles, CA
 Cobb County, GA
 Dallas County, TX
 Davis Joint Unified Schools, CA
 City and County of Denver, CO
 Detroit Public Schools, MI
 Fairfax County, VA
 Harford County Public Schools, MD
 Hennepin County, MN
 North Carolina State University, NC

Agency

Hillsborough Schools, FL
 City of Houston, TX
 Los Angeles County, CA
 Maricopa County, AZ
 Miami-Dade County/Public Health Trust, FL
 City of San Antonio, TX
 San Diego Unified School District, CA
 City of Seattle, WA
 Wichita Public Schools, KS
 Great Valley School District, PA
 Emory University

Participating Public Agencies

Today more than 32,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.3 billion in products and Services/Solutions annually. Each month more than 400 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must deal directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

Fairfax County, Virginia is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Public Agency resides. A copy of the MICPA is attached as Attachment I.

Estimated Volume

The estimated dollar volume of Products/Equipment and Services/Solutions purchased under the proposed Master Agreement is \$200 Million annually. The estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products to be purchased under the proposed Master Agreement, County of Fairfax, Virginia and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2008 is estimated to purchase more than \$125 million of products and Services/Solutions from existing U.S. Communities contracts.

Marketing Support

INTRODUCTION AND BACKGROUND continued

U. S. Communities provides marketing support for Supplier's products through the following:

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, national publications, annual meetings and a network of K-12, City, County, Higher Education and State Associations.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

Multiple Awards

Multiple awards may be made as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

Evaluation of Proposals

Proposals will be evaluated by the Lead Public Agency in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern its procurement practices which may be found at <http://www.fairfaxcounty.gov/dpsm/regs.htm>

U.S. Communities Advisory Board members will assist the Lead Public Agency in evaluating proposals. The offeror or offerors that respond affirmatively meet the qualifications contained in this RFP, and offer the best value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

SUPPLIER QUALIFICATIONS

5. SUPPLIERS

Commitments

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities asks each Supplier to make the commitments set forth below to ensure Supplier is providing the highest level of public benefit to Participating Public Agencies:

Each Supplier is required to make four commitments to insure the overall success of the national program. These commitments are incorporated into the U.S. Communities Administration Agreement:

- A. Corporate – A commitment that U.S. Communities is actively supported by Supplier’s senior executive management with a focus on the following:**
- **U.S. Communities will be the Supplier’s primary offering to states, local governments, school districts, and higher education institutions in the United States of America; and other government agencies and nonprofit organizations herein collectively all known as “Participating Public Agencies”.**
 - **A commitment that Supplier shall make all existing Participating Public Agencies that do business with the Supplier aware of the value and pricing benefits of the U.S. Communities contract.**
 - **Upon authorization by the Participating Public Agency transition such Participating Public Agencies to the Supplier’s U.S. Communities contract.**
- B. Pricing – A commitment that Supplier’s U.S. Communities contract pricing is the lowest available pricing (net to buyer) to Participating Public Agencies. If a Participating Public Agency is otherwise eligible for lower pricing through any other Supplier contract, the Supplier will match the pricing under U.S. Communities.**
- C. Economy - A commitment that the supplier will demonstrate the pricing advantage of U.S. Communities over alternative competitive solicitation pricing and will proactively offer U.S. Communities as a more effective alternative to the cost and time associated with such alternate bids and solicitations.**
- D. Sales – A commitment that the Supplier will market U.S. Communities throughout the United States through a Supplier sales force or dealer network that is properly trained, engaged and committed to offering U.S. Communities as Supplier’s primary offering to Participating Public Agencies.**

Program Standards

U.S. Communities recognizes that each Supplier has a successful business model, and may choose to manage the U.S. Communities program in a variety of ways that best suit the Supplier’s organization and market approach.

The following are Program Standards intended to assist the Supplier in successfully implementing the U.S. Communities contract:

U.S. Communities Administration Agreement - The Supplier is required to execute the U.S.

SUPPLIER QUALIFICATIONS continued

Communities Administration Agreement (attached hereto as Attachment II) prior to the award of the U.S. Communities contract. The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

The executed U.S. Communities Administrative Agreement found in Attachment II, is required to be submitted with the offerors Technical Proposal response, without exception or alteration. Failure to do so will result in disqualification.

National Account Management Team – The Supplier shall provide a National Account Manager with the authority and responsibility for the overall success of the U.S. Communities contract within the Supplier's organization. The Supplier shall also designate a Lead Referral Contact Person, responsible for receiving communications from U.S. Communities concerning new public agency registrations and for ensuring timely follow up by the Supplier's staff to requests for contact from public agencies. Additionally, the Supplier shall provide the personnel necessary to implement and support a Supplier-based internet web page dedicated to the Supplier's U.S. Communities program and linked to the U.S. Communities website.

Participating Public Agency Access - Establish the following communication links to facilitate customer access and communication:

- A dedicated U.S. Communities internet web-based homepage with:
 - U.S. Communities standard logo with Founding Co-Sponsors;
 - Copy of original Request for Proposal or Invitation to Bid;
 - Copy of contract and amendments between Lead Public Agency and Supplier;
 - Summary of products and pricing;
 - Electronic link to U.S. Communities' online registration page;
 - Other promotional material as desired.
- A dedicated toll free national hotline for U.S. Communities
- A dedicated email address for general inquiries, "uscommunities@(name of supplier.com)

Electronic Registration - The Supplier is responsible for ensuring that each Participating Public Agency has completed U.S. Communities' online registration process prior to processing the Participating Public Agency's first sales order.

Sales Report - The supplier is responsible for accurate and timely reporting of all Participating Public Agency sales. Suppliers are required to comply with the following key reporting requirements;

The report is to be submitted within 30 days of the end of each calendar quarter in the prescribed format set forth in the U.S. Communities Administration Agreement.

Exception reporting – U.S. Communities will send to each vendor an exception report that details where the Supplier sales report differed from the registration database and the anticipated actions to correct those discrepancies. These corrections must be completed prior to the following quarterly sales report.

Online Reporting - Within 60 days of quarter end, U.S. Communities will provide online reporting available to the supplier with updated quarterly sales reporting. The supplier will be asked to follow up and report back within 30 days of receiving the notification on specific reports available to them online.

Administrative Fees - The Supplier is responsible for paying to U.S. Communities an administrative

SUPPLIER QUALIFICATIONS continued

fee on all Participating Public Agency sales volumes within 30 days of the end of each calendar quarter as set out in the Agreement.

Quarterly Review - U.S. Communities will schedule a quarterly meeting with the supplier to evaluate the supplier's performance of Supplier Commitments and Program Standards outlined herein.

U.S. Communities Awareness - U.S. Communities is responsible for marketing the overall U.S. Communities concept and program to Participating Public Agencies. U.S. Communities marketing is intended to supplement and enhance the direct sales effort of the Supplier. The supplier assists by providing camera-ready logos and by participating in related trade shows and conferences.

Supplier Sales - Supplier is responsible for proactive direct sales of supplier's goods and services to public agencies nationwide and the timely follow up to leads established by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives is encouraged. All sales materials are to use the U.S. Communities logo U.S. Communities will provide each Supplier with its logos and the standards to be employed in the use of the logos. At a minimum, the Supplier's sales initiatives should communicate:

- o Contract was competitively solicited by a Lead Public Agency;
- o Best government pricing
- o No cost to participate
- o Non-exclusive contracts

Branding and Logo Compliance – Supplier is responsible for complying with the U.S. Communities branding and logo standards and guidelines. U.S. Communities-related marketing material must be submitted to U.S. Communities for review.

Sales Force Training - Supplier is responsible for the training of its sales force on the U.S. Communities contract. U.S. Communities is available to train regional or district managers and generally assist with the education of sales personnel.

SUPPLIER QUALIFICATIONS continuedSUPPLIER QUALIFICATION WORKSHEET

Offerors are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below and submit with Technical Proposal response of RFP:

- A. State if pricing for all Products/Services/Solutions offered will be the most competitive pricing offered by your company to Participating Public Agencies nationally.
YES ___ NO ___
- B. Does Supplier have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?
YES ___ NO ___
- C. Does Supplier have a national outside sales force or dealer network with the ability to call on Participating Public Agencies in all 50 U.S. states?
YES ___ NO ___
- If you answered yes to Question C above please provide additional information on Attachment IV.
- D. Did Supplier have sales greater than \$50 million last year?
YES ___ NO ___
- E. Does Supplier have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?
YES ___ NO ___
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities contract?
YES ___ NO ___
- G. Does Supplier agree to respond to all agency referrals from U.S. Communities within 2 business days?
YES ___ NO ___
- H. Does Supplier maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES ___ NO ___
- I. Will Supplier commit to the following program implementation schedule? (implementation schedule on the following page)
YES ___ NO ___
- J. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?
YES ___ NO ___

SUPPLIER QUALIFICATIONS continued

New Supplier Implementation Checklist	Target Completion after award
1. Administration Agreement Signed	Proposal
2. First Conference Call	One Week
Discuss expectations	
Establish initial contact people and roles/responsibilities	
Outline kick-off plan	
Establish Webex training date	
3. Supplier Login Established	One Week
Complete Supplier Initiation Form	
Create User Account and User IDs and communicate to Supplier	
4. Initial Sr. Management Meeting	Two Weeks
Review commitments	
Review Kick-off Plan	
Discuss Nat Acct Mgr. role and staff requirements	
Discuss Reporting Processes and requirements	
Determine field sales introductory communication plan	
5. Initial National Account Manager and Staff Training Meeting	Two Weeks
Discuss expectations, roles and responsibilities	
Conduct basic supplier training	
Introduce and review web-based tools	
Discuss sales organization and define roles	
Discuss marketing plan and customer communication/roll-out strategy	
Discuss Supplier Handbook	
Review with National Accounts Manager	
Review process and expectations with Nat Accts Mgr and Lead Referral person	
Discuss admin processes and expectations and provide admin support training	
6. Review of Top 10 Existing Participating Public Agency Contracts	Two Weeks
Determine strategies with NAM	
7. Program Contact Requirements	Two Weeks
Supplier Contacts Communicated to U.S. Communities Staff	
Dedicated Email	
Dedicated Toll Free Number	

SUPPLIER QUALIFICATIONS continued

8. Web Development	
Initiate IT contact	Two Weeks
Web site construction	Three Weeks
Web site final edit	Four Weeks
9. Sales Training and Roll Out	
Regional Manager Briefing - Coordinate with NAM	One Week
Initial Remote Webex Supplier Training for all sales - Coordinate with NAM	Two Weeks
Top Ten metro areas - Coordinate with NAM and RMM	Four Weeks
Initiate contact with Advisory Board Member Agencies - Coordinate with NAM, GAM, RMM	Four Weeks
Review Supplier Handbook	Six Weeks
Training Plan for the other metros- Coordinate with NAM, GAM, RMM	
10. Green Initiative	
Identify green product	Two Weeks
Upload to USC website-Link to suppliers website	Four Weeks
Environmental Purchasing contact	Six Weeks
Green Marketing Material	Six Weeks

SUPPLIER INFORMATION

Please respond to the following requests for information about your company:

Company

1. A brief history and description of your company;
2. Total number and location of sales persons employed by your company;
3. Number and location of distribution outlets (if applicable);
4. Number and location of support centers (if applicable);
5. Annual sales for 2005, 2006 and 2007;
6. Submit your current Federal Identification Number and latest Dun & Bradstreet report.

Products/Equipment and Services/Solutions

1. Provide a description of the Products/Equipment and/or Services/Solutions to be provided by the offeror as outlined in paragraph 3 above, Sections A & B. The primary objective is for each Supplier to provide its complete product and service offerings so that Participating Public Agencies may order a range of product as appropriate for their needs;
2. Provide a description of all Products/Equipment and Services/Solutions to be provided your company;
3. Describe any special programs that your company offers that will improve customers' ability to access Products/Equipment;
4. Describe any warranties related to the Products/Equipment and/or Services/Solutions being offered;
5. Describe any additional charges for shipping large products and/or for assembly on customer site, delivery to specific Suite/Office, etc.;
6. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for Products/Equipment and/or Services/Solutions are available;
7. Provide a brief description of any company environmental initiatives, including any green products and certifications to be available through your company.

Administration

1. Describe your company's capacity to employ EDI, telephone, electronic, with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation;
2. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing;
3. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the entity's name(s), contact person(s) and contact information as reference(s);

SUPPLIER INFORMATION

4. Describe the capacity of your company to report quarterly sales under the Master Agreement by Participating Public Agency within each U.S. state ;
5. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies;
6. Provide a list of any third party e-procurement services or portals that your company utilizes to facilitate public agency ordering and access.

BUSINESS (COST) PROPOSAL:**Pricing:**

- A. Provide the pricing using a **fixed percentage (%) discount** from a MANUFACTURER PRICE LIST and/or a cost-plus scenario or other objectively verifiable criteria, including the Administrative Fee as described on Attachment II - U.S. Communities Administration Agreement, for each product category your company can provide in Paragraph 3, Sections A (Technology Products/Equipment) and/or Section B (Technology Services/Solutions).
- B. Provide the reference to the standard index or other objective criteria used to determine pricing for Sections A and/or B, and state why this is most advantageous to Participating Public Agencies
- C. State if the quoted price for Sections A and/or B, is the most favorable pricing offered by your company to local, state and higher educational agencies nationwide.
- D. Propose a plan to adjust pricing as market conditions change.
- E. Detail any additional pricing incentives or rebates that may be available such as for large volume purchase and internet ordering by Participating Public Agencies.
- F. All firm-fixed pricing proposed must include charges for shipping "ordinary items". No additional charge of any kind will be allowed for "ordinary items". See exception(s) in G below.
- G. Detail pricing for large items requiring special shipping, door-delivery, installed, inside delivery, etc., that would not be normally included in the firm-fixed price category, but would require an additional charge due to a "special circumstance". Items not clearly identified shall be considered "ordinary items" and no additional charge shall apply.
- H. Provide a detailed pricing summary page which includes the following: Product/Equipment line(s) and/or Service/Solutions offered, discounts by order size and service level Services/Solutions offered (design, reconfiguration of existing installations, etc.) and hourly, per-square-foot, or other rates where appropriate. (Fairfax County reserves the right to request additional project information based on the pricing submitted. The project may be from Fairfax County or other public agencies across the country.)
- I. Provide installation schedule by region, zone or other categorization. Indicate a maximum percentage of totals as cap on installation costs.

SPECIAL PROVISIONS**6. PRE-PROPOSAL CONFERENCE:**

- 6.1. An OPTIONAL pre-proposal conference will be held on November 3, 2008 at 1 P.M. in the Fairfax County Government Center, Room 120C, 12000 Government Center Parkway, Fairfax, Virginia. Attendees requiring special services are asked to provide their requirements to the Department of Purchasing and Supply Management ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
- 6.2. The purpose of the pre-proposal conference is to give potential offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation

7. CONTRACT PERIOD AND RENEWAL:

- 7.1. This contract will begin on May 1, 2009, or date of award, whichever is later, and will be valid through April 30th, 2013. Fairfax County reserves the right to renew this contract for (3) years, one year at a time, or any combination thereof.
- 7.2. Any contract awarded pursuant to this Request for Proposal is conditioned upon an annual appropriation made by the Fairfax County Board of Supervisors of funds sufficient to pay compensation due the Contractor under the contract. If such an appropriation is not made in any fiscal year, and the County lacks funds from other sources to pay the compensation due under the contract, the County is entitled, at the beginning of or during such fiscal year, to terminate the contract. In that event, the County will not be obligated to make any payments under the contract beyond the amount properly appropriated for contract payments in the immediate prior fiscal year. The County will provide the Contractor with written notice of contract termination due to the non-appropriation of funds at least thirty (30) calendar days before the effective date of the termination. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which funds for contract payments have not been appropriated.

8. TRADE SECRETS/PROPRIETARY INFORMATION:

- 8.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials.
- 8.2. The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the offeror.

9. CONTACT FOR CONTRACTUAL MATTERS:

- 9.1. The person to contact concerning contractual matters pertaining to this Request for Proposal is:
- Teena Stewart, CPPB, Contract Specialist
Department of Purchasing and Supply Management
Telephone: (703) 324-3227
Teena.stewart@fairfaxcounty.gov
- 9.2. Offerors are cautioned not to contact members of the Selection Advisory Committee (SAC). SAC members will not consider information other than the materials provided by the Contract Administrator, e.g., proposals. If a SAC member is approached by anyone outside the SAC who

SPECIAL PROVISIONS

may have a material interest in this procurement, it will be immediately reported to the Contract Administrator.

10. REQUIRED SUBMITTALS:

- 10.1. Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP will result in the disqualification of the Offeror's proposal.

11. TECHNICAL PROPOSAL INSTRUCTIONS:

The offeror must submit the Technical Proposal in a separate binder, clearly marked, containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein. It is required that ten (10) copies of the proposal be provided in a CD format. The offeror must include a notarized statement that the CD version is a true copy of the printed version.

11.1.

- a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers. The County encourages the use of recycled products, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
- b. Understanding of the problem and technical approach.
 1. Statement and discussion of the requirements as they are analyzed by the offeror.
 2. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.
 3. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and program.
 4. Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.

11.2. Preliminary Work Plan:

The offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address separately each of the tasks described in the Request for Proposal and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the offeror that substantially differs from the project scope.

This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables.

11.3. Treatment of the Issues:

In this section, the offeror may also comment if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the

SPECIAL PROVISIONS

coverage, definition, development, and organization of the issues.

11.4. Statement of Qualifications:

The statement of Qualifications must include a description of organizational and staff experience, and resumes of proposed staff.

- a. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.
- b. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference.
- c. Personnel: Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. If applicable, information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.

Resumes of staff and proposed consultants are required indicating education, background, recent relevant experience with the subject matter of the project. Current telephone numbers must be included.

- d. A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to the contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the offeror, if relevant.
- e. Financial Statements: The offeror shall provide an income statement and balance sheet from the most recent reporting period.
- f. Any and all forms, documentation or other requirements as contained in this RFP.

11.5. The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.

12. COST PROPOSAL INSTRUCTIONS:

12.1. The offeror must submit a cost proposal in a separate binder, clearly marked, fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee. It is required that ten (10) copies of the proposal be provided in a CD format. The offeror must include a notarized statement that the CD version is a true copy of the printed version.

The cost of each task or segment of the task shall be itemized.

- a. Offerors must provide a price breakdown for each service/solution separately as well as totals for services/solutions provided together if price differ.

SPECIAL PROVISIONS

- b. Attachment III Sample Services/Solutions project for each category listed.
- c. Submit a sample Services/Solution Project for each type of Service/Solution Project being proposed that is not included in Attachment III.
- d. Attachment V Products List.
- e. Breakdown of direct labor and labor overhead costs including number of man-hours and applicable actual or average hourly rates, overhead rate and supporting schedule.
- f. Travel and per diem or subsistence costs, if any supported by breakdown including destination, duration and purpose.
- g. Breakdown of other expenses such as clerical support, other overhead costs, supplies, etc.
- h. Any and all forms, documentation or other requirements as contained in this RFP.

Caution: Failure to break down cost elements may render the Cost proposal non-responsive.

13. SUBMISSION OF PROPOSAL:

- 13.1. One (1) original (duly marked) and ten (10) copies of the Technical proposal along with ten (10) CD ROMs, and one (1) original (duly marked) and ten (10) copies of the Cost (Business) proposal, **are required**, and shall be delivered to the following address. Electronically stamped delivery receipts are available.

Department of Purchasing and Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013
Telephone: 703-324-3201

- 13.2. Offerors are reminded that changes to the request for proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the opening / closing of the solicitation. All addenda MUST be signed and submitted to the Department of Purchasing and Supply Management, 12000 Government Center Parkway, Suite 427, Fairfax, VA 22035 before the time and date of the opening/closing of the bid or must accompany the bid. Notice of addenda will be posted on eVA and the DPSM current solicitation webpage. Offerors are encouraged to monitor the web page for the most current addenda at www.fairfaxcounty.gov/dpsm/solic.
- 13.3. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.

Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages Offerors to use recycled paper, wherever possible.

- 13.4. Each original, set of the ten (10) copies, and CD's of the proposal shall consist of:
- a. Cover sheet (DPSM32)

SPECIAL PROVISIONS

- b. Technical proposal as required in the Special Provisions, paragraph 11 **TECHNICAL PROPOSAL INSTRUCTIONS**.
 - c. Cost proposal as required in the Special Provisions paragraph 12, **COST PROPOSAL INSTRUCTIONS**. (Appendix B and all other forms, CD's, as requested in this RFP must be included in the Cost proposal).
- 13.5. By executing the cover sheet (DPSM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

14. PRICING:

- 14.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years will be based on the Consumer Price Index (CPI-U), may be based on the Consumer Price Index (CPI-U), Table 10, Selected Local Areas, Washington, DC-MD-VA, or other relevant indices.
- 14.2. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).
- 14.3. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix A)
- 14.4. Pricing for Section A, Technology Products/Equipment; all prices/discounts shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract, unless otherwise stated in this solicitation (reference Section 5, Products/Equipment and/or Services/Solutions, sub paragraph 5).

15. DELIVERY/TIME OF PERFORMANCE:

- 15.1. Fairfax County requires that delivery be made at destination within the shortest time frame possible. The place of delivery of items ordered under this contract shall be agreed upon between the authorized representative placing the order and the Contractor at the time the order is placed. Deliveries will be made to various locations in Fairfax County between the hours of 7:30 A.M. and 4:30 P.M. on regular County business days unless other arrangements have been made.
- 15.2. The County may pickup orders from the vendor when it is in the best interest of the County. In these instances the Contractor shall release the materials only to the designated representatives of the County Agency authorized to place and pick up orders.

16. LATE PROPOSALS:

- 16.1. **Proposals received in the Office of the County Purchasing Agent after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.**

17. PERIOD THAT PROPOSALS REMAIN VALID:

- 17.1. Proposals will remain valid for a period of one-hundred and eighty days (180) calendar days after the date specified for receipt of proposals.

18. BASIS FOR AWARD:

SPECIAL PROVISIONS

- 18.1. The County of Fairfax reserves the right to award the contract in the aggregate, by section, by product, by individual service, or any combination, whichever is in the best interest of the County.
- 18.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 18.3. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- 18.4. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.
- 18.5. Proposal Evaluation Criteria

The following factors will be considered in the award of this contract:

- A. PROVEN EXPERIENCE of the company's success in providing Technology Products/Equipment and/or Technology Services/Solutions on a nationwide and local basis in a timely manner.
- B. Depth of Response to TECHNICAL PROPOSAL (Ref. Special Provisions paragraph 11).
- C. Depth of Response to COST (BUSINESS) PROPOSAL (Ref. Special Provisions paragraph 12).
- D. Where PRICING is a discount from Price List, the Price List Sheets shall be the currently published National Standard Manufacturer's Price Lists or other objectively verifiable criteria. Each offeror shall quote the percentage of discount from the Price List cited above and shall furnish a copy with their bid submission.
- E. Depth of Response to SUPPLIER QUALIFICATIONS and SUPPLIER INFORMATION (Paragraph 5).

Each offeror shall attach to each page of their pricing schedule one copy of one price list or retail price sheet, clearly marking the item and column to which the discount is applied, for each item bid. **FAILURE TO PROVIDE THE PRICE LISTS MAY BE CAUSE FOR REJECTION OF THE BID. IF COUNTY STAFF CANNOT IDENTIFY THE ITEM ON THE MANUFACTURER'S PRICE LIST OR VENDOR'S RETAIL PRICE SHEET, AND VERIFY THE OFFERORS PROPOSED PRICE, THE PROPOSAL MAY BE REJECTED.**

- 18.6. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.

SPECIAL PROVISIONS

- 18.7. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 18.8. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
- 18.9. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

19. INSURANCE:

- 19.1. The Contractor is responsible for its work and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the project, whether owned by the contractor or by the County. The contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
- 19.2. The Contractor shall, during the continuance of all work under the Contract provide the following:
- a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
 - b. The contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required.
 - c. The contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.
 - d. The contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff.
 - e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 - f. Rating Requirements:
 1. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.

SPECIAL PROVISIONS

2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.

g. Indemnification:

Article 63 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.

- h. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent and/or Risk Manager before any work is started.
- i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the contractor while in their care, custody and control for use under this contract.

- 19.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent and/or Risk Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 19.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 19.5. The County of Fairfax, its employees and officers shall be named as an additional insured in the Automobile, General Liability and Professional Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.
- 19.6. If an "ACORD" Insurance Certificate form is used by the Contractor's Insurance agent, the words, "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or crossed out.

20. METHOD OF ORDERING:

- 20.1. The County may use four (4) different methods of placing orders from the final contract: Purchase Orders (PO's); Blanket Purchase Orders (BP's); Small Orders (SO's); and, approved County procurement cards.
- 20.2. A Blanket Purchase Order (BP) may be issued to the Contractor on behalf of each County Agency who will be ordering items or services covered in the contract. The BP indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia. Each BP will cite a specific period of time, and will indicate an agency authorization order code to be used when ordering to identify those employees authorized to place calls. No specific dollar limitation will be indicated on the BP's.
- 20.3. Orders may be placed orally by authorized employees of the County identifying themselves with their agency authorization order code, BP call number, and their name. The Contractor may contact agency personnel listed on the Purchase Order to verify the authorization of the employee placing the call.

SPECIAL PROVISIONS

- 20.4. A Purchase Order (PO) or Small Purchase Order (SO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO or SO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 20.5. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement card is currently under contract with JPMorgan/Master Card. Contractors are encouraged to accept this method of receiving orders.
- Questions regarding establishing an account with Master Card should be referred to: MC/Master Card Merchant Services at 1-800-762-6663. It is anticipated that participating contractors will accept procurement card orders.
- 20.6. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 20.7. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.
- 20.8. The Department of Purchasing and Supply Management has the capability to issue purchase orders electronically and transmit them to vendors by fax. For more information about the Fax Purchase Order program, call (703) 324-3268, TTY 1-800-828-1140.

21. REPORTS AND INVOICING:

- 21.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report
- 21.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
- A. Employee name;
 - B. The name of the County department;
 - C. Date of services
 - D. The type of services; and,
 - E. The itemized cost for each item/service.
- 21.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 21.2, A-E. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

22. PAYMENTS:

- 22.1. The County will pay the Contractor based upon completion, acceptance, and approval by the County.

23. ELECTRONIC PAYMENT OPTION:

- 23.1. The Vendor ACH Payment Program of Fairfax County allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. Payment information (confirmation of payments) is provided via email

SPECIAL PROVISIONS

and all transactions are conducted in a secure environment. The program is totally free as part of the Department of Finance's efforts to improve customer service. For more information or to obtain a Vendor Agreement (ACH credits), please contact the Department of Finance at 703-324-3122 or via email to ACHpayments@fairfaxcounty.gov. A copy may also be picked up at the Department of Purchasing and Supply Management.

24. CHANGES:

- 24.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 24.2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

25. DELAYS AND SUSPENSIONS:

- 25.1. The Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. If, after giving the County Purchasing Agent written notice, the Contractor elects to stop work because the County does not supply data or services, the County will extend the Contractor's time of completion by a period of time reasonably suited for completion of work.
- 25.2. The County will pay the Contractor for all work completed to the date of suspension plus all the Contractor's cost related to the delay, omission or any consequent work stoppage by the Contractor and its personnel. The Contractor may continue its work on the other phases of the project with an appropriate extension of time of performance upon delivery of the data or services to be provided by Fairfax County. If the Contractor decides to proceed without the data and services that were to be provided by the County, any error or omission of the Contractor that resulted from the County's omission will not constitute default by the Contractor.

26. ACCESS TO AND INSPECTION OF WORK:

- 26.1. The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

27. PROJECT AUDITS:

- 27.1. The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the contractor under the following conditions:
- a. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
 - b. In the event of a disagreement between the contractor and the County on the amount due the Contractor under the terms of this contract;
 - c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
 - d. If it becomes necessary to determine the County's rights and the contractor's obligations under the contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.

SPECIAL PROVISIONS

- 27.2. These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.
- 27.3. Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.
- 27.4. Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.
- 27.5. Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

28. OTHER SERVICES:

- 28.1. The Contractor must establish formal evaluation and quality control procedures to monitor each facet of the final contract. The evaluation and quality control procedures must provide sufficient information to allow the County's administrators to monitor the program's progress and effectiveness. The County's administrators will use the quality control report to evaluate the effectiveness of the program on an annual basis. The Contractor will submit the quality control report to the Contract Administrator identified in the final contract not later than June 1 of each contract year.

29. DATA SOURCES:

- 29.1. The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

30. SAFEGUARDS OF INFORMATION:

- 30.1. Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

31. ORDER OF PRECEDENCE:

- 31.1. In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Appendix A).

32. SUBCONTRACTING:

- 32.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us>; the Virginia Department of Minority Business Enterprise <http://www.dmb.e.state.va.us/>; local chambers of commerce and other business organizations.

SPECIAL PROVISIONS

- 32.2. As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

33. NEWS RELEASE BY VENDORS:

- 33.1. As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

34. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 34.1. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment.

Your acceptance of this contract acknowledges your commitment and compliance with ADA.

- 34.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

COUNTY OF FAIRFAX COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to all State and local laws, policies, resolutions, and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. AUTHORITY -The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. DEFINITIONS-

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BEST VALUE: As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONSULTANT SERVICES: Any type of services required by the County, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

OPEN MARKET PROCUREMENT (OMP): A method of competitive bidding for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than \$50,000.

PROFESSIONAL SERVICES: Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution).

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

General Conditions and Instructions to Bidders

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

3. BID FORMS-Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, to include the bid Cover Sheet and Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope provided with the solicitation. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

4. LATE BIDS & MODIFICATIONS OF BIDS-

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
 1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
 2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If the County declares administrative or liberal leave, scheduled bid openings or receipt of proposals will be extended to the next business day.
- c. The time of receipt of bids at the specified location is the time-date stamp of such location on the bid wrapper or other documentary evidence of receipt maintained by the specified location.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS-

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
 1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.
 2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.
- c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
- d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
- e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or

General Conditions and Instructions to Bidders

other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

- f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
- g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.

6. ERRORS IN BIDS-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

7. MAILING OF BIDS – All bids and proposals submitted in response to a Fairfax County solicitation shall be submitted either a) in the special mailing envelope provided by the Department of Purchasing and Supply Management or b) have the solicitation number, subject, and date/time of opening/closing clearly marked on the outside of any other wrapper used.

8. COMPLETENESS-To be responsive, a bid must include all information required by the solicitation.

9. ACCEPTANCE OF BIDS/BINDING 90 DAYS-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

10. CONDITIONAL BIDS-Conditional bids are subject to rejection in whole or in part.

11. BIDS FOR ALL OR PART-Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.

12. AREA BIDS-For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.

13. TIME FOR RECEIVING BID-Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.

14. BID OPENING-All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: <http://www.fairfaxcounty.gov/dpsm/solic.htm>.

Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.

15. OMISSIONS & DISCREPANCIES-Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

16. RESPONSE TO SOLICITATIONS-In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements.

17. BIDDER INTERESTED IN MORE THAN ONE BID-If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

18. TAX EXEMPTION-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own

General Conditions and Instructions to Bidders

local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

19. PROHIBITION AGAINST UNIFORM PRICING-The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

SPECIFICATIONS

20. QUESTIONS CONCERNING SPECIFICATIONS-Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

21. BRAND NAME OR EQUAL ITEMS-Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

22. FORMAL SPECIFICATIONS-When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. FEDERAL SPECIFICATIONS-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

AWARD

24. AWARD OR REJECTION OF BIDS-The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract.

General Conditions and Instructions to Bidders

If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS-A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,
- b. General Conditions and Instructions to Bidders,
- c. Special Provisions and Specifications,
- d. Pricing Schedule,
- e. Any Addenda/Amendments/Memoranda of Negotiations

26. TIE-BIDS – If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of readvertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

27. PROMPT PAYMENT DISCOUNT-

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer.

28. INSPECTION-ACCEPTANCE-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

29. DEFINITE BID QUANTITIES-Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

30. REQUIREMENT BID QUANTITIES-On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

31. TERMINATION OF CONTRACTS-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
- b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

32. TERMINATION FOR CONVENIENCE-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

General Conditions and Instructions to Bidders**33. TERMINATION OF CONTRACT FOR CAUSE-**

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

34. CONTRACT ALTERATIONS-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

36. FUNDING-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

37. DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

38. NON-LIABILITY-The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.

39. NEW GOODS, FRESH STOCK-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

40. NON-DISCRIMINATION-During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

41. VENDOR RELATIONS DIVISION-

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to

General Conditions and Instructions to Bidders

insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.

- c. As used in this contract, the term small business means an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years.
- d. As used in this contract, the term "minority business" means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least 51% of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native American, Eskimo or Aleut.
- e. As used in this contract, the term women-owned business means a business concern that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.
- f. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.
- g. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

42. GUARANTEES & WARRANTIES-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

44. CHANGES-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

45. PLACING OF ORDERS-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

46. SHIPPING INSTRUCTIONS - CONSIGNMENT-Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

47. RESPONSIBILITY FOR SUPPLIES TENDERED-Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the

General Conditions and Instructions to Bidders

Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. INSPECTIONS-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

49. COMPLIANCE-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

50. POINT OF DESTINATION-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

51. ADDITIONAL CHARGES-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

52. METHOD AND CONTAINERS-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

53. WEIGHT CHECKING-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

54. DEMURRAGE AND RE-SPOTTING-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

55. REPLACEMENT-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

56. PACKING SLIPS OR DELIVERY TICKETS-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BILLING

57. BILLING-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

58. PAYMENT-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

59. PARTIAL PAYMENTS-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

General Conditions and Instructions to Bidders

60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

61. GENERAL GUARANTY-Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

63. INDEMNIFICATION-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

64. OFFICIALS NOT TO BENEFIT-

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or

General Conditions and Instructions to Bidders

proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

65. LICENSE REQUIREMENT-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

66. REGISTERING OF CORPORATIONS-Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

67. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

68. VIRGINIA FREEDOM OF INFORMATION ACT-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

BIDDER/CONTRACTOR REMEDIES**69. INELIGIBILITY-**

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so

General Conditions and Instructions to Bidders

serious as to justify suspension or debarment action:

- (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;
5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
 6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;
 7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

72. PROTEST OF AWARD OR DECISION TO AWARD-

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 3, Section 4, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4d of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4d, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

General Conditions and Instructions to Bidders

- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

73. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

74. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

75. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

76. PROFESSIONAL AFFILIATION-The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

77. DRUG FREE WORKPLACE-During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

78. IMMIGRATION REFORM AND CONTROL ACT: Contractor certifies that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

APPROVED:

/S/ David P. Bobzien
COUNTY ATTORNEY

/S/ Cathy A. Muse
COUNTY PURCHASING AGENT

RFP CHECKLIST

NAME OF OFFEROR: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

Name and addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: _____
Telephone Number: () _____
E-Mail Address: _____

Fiscal Representative: _____
Telephone Number: () _____
E-Mail Address: _____

The following documents which are included in this Solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- A. County of Fairfax Acceptance Agreement (Cover Sheet, DPSM32)
- B. Special Provisions & Specifications
- C. Appendix A (General Conditions and Instructions to Bidders)
- D. Appendix B (RFP Checklist, Price Summary & Instructions, BPOL Form, Debarment/Suspension Certification, Listing of Local Public Bodies, Business Classification Schedule, Subcontractor's Notification Form).
- E. Any and all forms as required to be submitted in reference to this RFP.

Typed Name and Title

Signature

Date of Submission

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this Request for Proposal:

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

Printed Name of Representative: _____

Signature/Date: _____ / _____

Company Name: _____

Address: _____

City/State/Zip: _____

SSN or TIN No: _____

BUSINESS CLASSIFICATION SCHEDULE

DEFINITIONS

Small Business/Organization – is an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years..

Minority Business – is a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least 51% of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native America, Eskimo or Aleut.

Woman-Owned Business – A business concern that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING ONE (1) OF THE SIX (6) BOXES IN THE CHART BELOW. This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered work shops, government organizations, partnerships, sole proprietorships, etc.

Examples:

A small business, Asian woman owned, would mark box X on line 3.

A large business, African-American owned, would mark box V on line 3.

A small non-profit would mark box B on line 1.

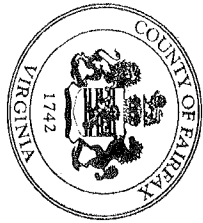
A large business, publicly traded on NYSE or NASDAQ, would mark box Y on line 1.

<u>Line</u>	<u>SMALL BUSINESS</u>	<u>LARGE BUSINESS</u>	<u>OWNERSHIP</u>
1.	___ B	___ Y	Regardless of Ownership
2.	___ C	___ A	Women-Owned
3.	___ X	___ V	Minority-Owned

PLEASE RETURN THIS FORM WITH YOUR BID PACKAGE. CONTRACT AWARD MAY NOT BE MADE WITHOUT IT.

NAME OF FIRM: _____

COUNTY OF FAIRFAX



DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
 SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM
 12000 Government Center Parkway, Suite 427
 Fairfax, Virginia 22035-0013
 Fax: 703-324-3228

SUBCONTRACTOR (S) NOTIFICATION FORM

Contract Number/Title: _____

Prime Contractors Name: _____

Prime Contractor's Classification Code: _____ (from Business Classification Schedule)

You are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification (use code numbers from previous page) of each first-tier subcontractor (ref. paragraph 32, Special Provisions). Please complete this form and return it with your bid package.

Please check here if you are not using a subcontractor: _____

SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	VENDOR CLASSIFICATION

Complete and return this form with your proposal. Contract award may not be made without it.

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made between certain government agencies that execute a Lead Participating Public Agency Certificate ("Lead Public Agencies") to be appended and made a part hereof and other government agencies that register electronically with U.S. Communities or otherwise execute a Participating Public Agency Certificate ("Participating Public Agencies") to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive bidding and selection process by Lead Public Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Participating Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies procurement of Products.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2033 North Main Street, Suite 700, Walnut Creek, CA 94596-3722.
10. This agreement shall take effect after execution of the Lead Participating Public Agency Certificate or Participating Public Agency Participation Certificate or electronic registration, as applicable.

U.S. communities Administration Agreement

This ADMINISTRATION AGREEMENT (THIS "Agreement") is made this ____ day of _____, _____, between the U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") and _____ (herein "Supplier").

RECITALS

WHEREAS, the _____ (herein "Lead Public Agency") has entered into a Master Agreement dated _____, Agreement No. _____, by and between the Lead Public Agency and Supplier, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of _____ (herein "Product & Services");

WHEREAS, said Master Agreement provides that any state, local government, school district, higher education institution, other government agency and nonprofit organizations (herein "Participating Public Agencies") may purchase Product at prices stated in the Master Agreement;

WHEREAS, U.S. Communities is an instrumentality of government with the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves as the administrative agent for Lead Public Agency and other lead public agencies with regard to other Master Agreements offered through the U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other Master Agreements;

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis throughout the United States ;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement, as attached hereto as Exhibit I and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
3. U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the U.S. Communities under this Agreement including, but not limited to, the Supplier's obligation to provide the indemnification and insurance.
4. The Supplier shall perform all of its duties, responsibilities and obligations in the time and manner as required to be performed by the Supplier as set forth in the Master Agreement.
5. U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier hereby agrees that the Agency shall act in the capacity of administrator of purchases under the Master Agreement.

U.S. communities Administration Agreement continued

6. With respect to any purchases by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Lead Public Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Lead Public Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any Participating Public Agency to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Master Agreement. The Agency makes no representation or guaranty with respect to any minimum purchases by Lead Public Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

2. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that all indemnifications afforded by the Supplier to U.S. Communities shall survive the term of this Agreement.

MUTUAL COMMITMENTS

3. U.S. Communities Commitments to Program Suppliers

Marketing – U.S. Communities will proactively and jointly market the Supplier’s contract to Agencies nationwide throughout the United States through a network of major sponsors (NLC, NACo, USCM, ASBO & NIGP) and state-level sponsors. In addition the U.S. Communities staff will enhance the Supplier’s marketing efforts through in-person meetings with public agencies, participation in key events and tradeshows and by providing online tools to the Supplier’s sales force.

Training – U.S. Communities is dedicated to training and educating the Supplier sales force. The U.S. Communities Program Managers’ primary focus is the education, training and engagement of the Supplier’s sales force. The Program Managers will conduct face to face training sessions as well as conduct joint calls to major Public Agencies. This direct support of the field is enhanced by a Supplier login that provides presentations, documents and information to assist the Supplier field sales force in effectively promoting their U.S. Communities contract.

Knowledge Management Support – U.S. Communities will provide resources and tools to enable the Supplier to leverage the program’s knowledge and data. Prior to implementation, the Supplier’s sales force will be provided access to a private login site that contains marketing, training and targeting data.

SUPPLIER COMMITMENTS

U.S. Communities views the relationship with an awarded Program Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Suppliers.

The successful foundation of the partnership requires Commitments from both U.S. Communities and the Suppliers. U.S. Communities asks each Supplier to make the Commitments set forth below to ensure Supplier is providing the highest level of public benefit to Participating Public Agencies:

Each supplier is required to make four commitments to insure the overall success of the national program. These commitments are incorporated into the Agreement:

- A. Corporate – A commitment that U.S. Communities is actively supported by Supplier’s senior executive management with a focus on the following:
 - U.S. Communities will be the Supplier’s primary offering to states, local governments, school districts, and higher education institutions in the United States of America; and other government

U.S. communities Administration Agreement continued

agencies and nonprofit organizations herein collectively all known as "Participating Public Agencies".

- A commitment that Supplier shall make all existing Participating Public Agencies that do business with the Supplier aware of the value and pricing benefits of the U.S. Communities contract.
 - Upon authorization by the Participating Public Agency transition such Participating Public Agencies to the Supplier's U.S. Communities contract.
- B. Pricing – A commitment that Supplier's U.S. Communities contract pricing is the lowest available pricing (net to buyer) to Participating Public Agencies. If a Participating Public Agency is otherwise eligible for lower pricing through any other Supplier contract, the Supplier will match the pricing under U.S. Communities.
- C. Economy - A commitment that the supplier will demonstrate the pricing advantage of U.S. Communities over alternative competitive solicitation pricing and will proactively offer U.S. Communities as a more effective alternative to the cost and time associated with such alternate bids and solicitations.
- D. Sales – A commitment that the Supplier will market U.S. Communities throughout the United States through a Supplier sales force or dealer network that is properly trained, engaged and committed to offering U.S. Communities as Supplier's primary offering to Participating Public Agencies.

The Corporate, Pricing, Economy and Sales Commitments are the foundation of the relationship between U.S. Communities and its suppliers. The Commitments are not negotiable. If a supplier is found to be in violation and/or non-compliance with one or more of the U.S. Communities Commitments, the supplier will have ninety days to provide resolution and come into compliance. Failure to do so will result in removal from the U.S. Communities national program.

SUPPLIER'S INITIAL: _____

DATE: _____

U.S. communities Administration Agreement continued

PROGRAM STANDARDS

U.S. Communities recognizes that each Supplier has a successful business model, and may choose to manage the U.S. Communities program in a variety of ways that best suit the Supplier's organization and market approach.

The following are Program Standards intended to assist the Supplier in successfully implementing the U.S. Communities contract:

Senior Management Account Representative and Team – The Supplier shall provide a Senior Management Account Representative with the authority and responsibility for the overall success of the U.S. Communities contract within the Supplier's organization. The supplier shall also designate a Lead Referral Contact Person, responsible for receiving communications from U.S. Communities concerning new public agency registrations and for ensuring timely follow up by the Supplier's staff to requests for contact from public agencies. Additionally, the supplier shall provide the personnel necessary to implement and support a supplier-based internet web page dedicated to the Supplier's U.S. Communities program and linked to the U.S. Communities website.

Participating Public Agency Access - Establish the following communication links to facilitate customer access and communication:

- A dedicated U.S. Communities internet web-based homepage with:
 - U.S. Communities standard logo with Founding Co-Sponsors;
 - Copy of original Request for Proposal or Invitation to Bid;
 - Copy of contract and amendments between Lead Public Agency and Supplier;
 - Summary of products and pricing;
 - Electronic link to U.S. Communities' online registration page;
 - Other promotional material as desired.
- A dedicated toll free national hotline for U.S. Communities
- A dedicated email address for general inquiries, "uscommunities@(name of supplier.com)

Electronic Registration - The Supplier is responsible for ensuring that each Participating Public Agency has completed U.S. Communities' online registration process prior to processing the Participating Public Agency's first sales order.

Sales Report - The supplier is responsible for accurate and timely reporting of all Participating Public Agency sales. Suppliers are required to comply with the following key reporting requirements;

The report is to be submitted within 30 days of the previous month's Participating Public Agency sales in the prescribed format set forth in the Agreement.

Exception reporting – U.S. Communities will send to each vendor an exception report that details where the supplier sales report differed from the registration database and the anticipated actions to correct those discrepancies. These corrections must be completed prior to the following quarter.

Online Reporting - Within 60 days of each calendar quarter, U.S. Communities will provide online reporting available to the supplier with updated sales reporting. The supplier will be asked to follow up and report back within 30 days of receiving the notification on specific reports available to them online.

Administrative Fees - The supplier is responsible for paying to U.S. Communities an administrative fee on all Participating Public Agency sales volumes within 30 days of the previous month's Participating Public Agency sales as set out in the Agreement. Reported sales volumes and respective administrative fee payments shall be denominated in U.S. Dollars.

U.S. communities Administration Agreement continued

Quarterly Review - U.S. Communities will schedule a quarterly meeting with the supplier to evaluate the supplier's performance of Supplier Commitments and Program Standards outlined herein.

U.S. Communities Awareness - U.S. Communities is responsible for marketing the overall U.S. Communities concept and program to Participating Public Agencies. U.S. Communities marketing is intended to supplement and enhance the direct sales effort of the supplier. The supplier assists by providing camera-ready logos and by participating in related trade shows and conferences.

Supplier Sales - Supplier is responsible for proactive direct sales of supplier's goods and services to public agencies nationwide and the timely follow up to leads established by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All sales materials are to use the U.S. Communities logo. U.S. Communities will provide each Supplier with its logo and the standards to be employed in the use of the logo. At a minimum, the supplier's sales initiatives should communicate:

- o Contract was competitively solicited by a Lead Public Agency;
- o Best government pricing
- o No cost to participate
- o Non-exclusive contracts

Branding and Logo Compliance – Supplier is responsible for complying with the U.S. Communities branding and logo standards and guidelines. U.S. Communities related marketing material must be submitted to U.S. Communities for review.

Sales Force Training - Supplier is responsible for the training of its national sales force on the U.S. Communities contract. U.S. Communities is available to train regional or district managers and generally assist with the education of sales personnel.

SUPPLIER'S INITIAL: _____

DATE: _____

U.S. communities Administration Agreement continued

FEES & REPORTING

11. Supplier shall pay U.S. Communities a quarterly administrative fee in the amount of 1% of the total purchase price for the first \$10 million in annual sales; 1.5% of the total purchase price for the next \$10 million in annual sales; 2% of the total purchase price for the next \$320 million in annual sales; and 2.5% of the total purchase price for annual sales of \$340 million and beyond, , excluding taxes, for all purchases under the Master Agreement and provide the Agency with an electronic accounting report, in a format prescribed by the Agency, summarizing all purchases under the Master Agreement. Quarterly fees and reports shall be made with respect to all purchases shipped and billed pursuant to the Master Agreement for the applicable quarter.
12. Supplier shall at its expense maintain an accounting of all purchases made by Participating Public Agencies. U.S. Communities and Lead Public Agency reserve the right to audit the accounting for a period of four (4) years from the date the U.S. Communities receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Lead Public Agency or U.S. Communities. Monthly reports and the monthly administrative fee are due within 30 days of the previous month's Participating Public Agency sales as set forth above. The U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the administrative fee to program sponsors and state associations of government.
13. Failure to provide a monthly report and/or payment of the administrative fee within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at the U.S. Communities sole discretion. All administrative fees not paid within 30 days of the previous month's Participating Public Agency sales shall bear interest at the rate of 1 1/2% per month until paid. Administrative fee payments shall be made by check or wire to U.S. Communities or the Designee or Trustee as may be directed in writing by U.S. Communities.
14. U.S. Communities or its designee may, at its sole discretion, compare public agency records with reports submitted by Supplier. If there is a discrepancy, U.S. Communities will notify the Supplier in writing. Supplier will have 30 days from the date of such notice to resolve the discrepancy to the U.S. Communities reasonable satisfaction. If the Supplier does not so resolve the discrepancy, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports and Supplier shall be obligated to reimburse U.S. Communities costs and expenses for such audit.

GENERAL PROVISIONS

15. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which he may be entitled.
17. This Agreement and U.S. Communities rights and obligations hereunder may be assigned at U.S. Communities sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities obligations hereunder.
18. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

A. U.S. Communities

U.S. communities Administration Agreement continued

2033 N. Main Street, Suite 700
Walnut Creek, CA 94596
Attn: Program Manager Administration

B. Lead Public Agency

C. Supplier

Attn: U.S. Communities Program Manager

- 19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.
- 20. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 21. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.
- 22. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California as a contract executed and delivered within the State of California and to be fully performed within the State of California.
- 23. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

IN WITNESS WHEREOF, the U.S. Communities Government Purchasing Alliance has caused this Agreement to be executed in its name and the Supplier has caused this Agreement to be executed in its name, all as of the date first above written.

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

Signature _____

By _____
[Typed name]

SUPPLIER: _____

Signature _____

By _____
[Typed name]

U.S. communities Administration Agreement continued

Addendum #1 – Affiliated Programs

U.S. Communities recently established Canadian Communities, an affiliated program in Canada to offer certain qualified contract awards. U.S. Communities will continue to explore other international opportunities as practical based upon the capacity of contract suppliers to properly serve public agencies internationally;

Understanding that all Suppliers may not have the capacity or want to focus on Canadian Communities or other affiliated programs, U.S. Communities offers these opportunities on a voluntary basis to Suppliers.

The terms, conditions and commitments outlined and agreed upon in the U.S. Communities Administration Agreement shall be applied to Canadian Communities and any other international opportunities.

_____ Supplier wishes to participate and has the capacity to serve Canadian public agencies and other international opportunities, and agrees to abide by the terms, conditions and commitments of the executed U.S. Communities Administration Agreement.

_____ Supplier does not wish to participate in Canadian Communities and other international opportunities.

SUPPLIER: _____

Signature _____

By _____
[Typed name]

U.S. communities Administration Agreement continued

ADMINISTRATION AGREEMENT GUIDELINES

Corporate Commitment Guidelines

1. The supplier must demonstrate in their RFP response and throughout the term of their contract that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as an executive(s) with companywide authority.
2. The supplier's field force (direct and/or authorized dealer / rep agency etc.) must lead with their U.S. Communities contract when calling on public agencies nationwide. If the supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) U.S. Communities is required to be the lead offering not just one of the supplier's options. If a supplier meets resistance or an objection to utilizing U.S. Communities from a public agency, prior to offering an alternate contract option, the suppliers sales representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the public agency's objection then the supplier is permitted to pursue other options.
3. In states where the supplier has an existing state contract, U.S. Communities expects the supplier to notify the state of its U.S. Communities contract and transition the state to U.S. Communities upon the state's request. Regardless of whether or not the state decides to transition to U.S. Communities, U.S. Communities expects the supplier to lead with the U.S. Communities contract to the local public agencies within the state. Local public agencies include but are not limited to; counties, cities, school districts, special districts, community colleges, colleges, universities and non-profits. The above applies to other cooperatives held by the supplier.
4. U.S. Communities recognizes that the main value for a supplier to participate in the U.S. Communities program is to generate new incremental revenue. To ensure the credibility of the program U.S. Communities requires its suppliers to inform their existing public agency customers of their U.S. Communities contract. If an existing public agency client requests to be transitioned to the supplier's U.S. Communities contract, U.S. Communities expects the supplier to transition the client and report the client's purchases to U.S. Communities going forward

SUPPLIER'S INITIAL: _____

DATE: _____

U.S. communities Administration Agreement continued

It is U.S. Communities expectation that the standard pricing offered through the supplier's U.S. Communities contract is generally the lowest overall available pricing net to buyer to state and local agencies nationwide. The supplier does have recourse available to come into compliance with the U.S. Communities pricing commitment when a pre-existing contract and / or a public agency's unique buying pattern provide one or more public agencies a lower price than the supplier's U.S. Communities contract. The following options are intended for limited use and not as a routine business practice.

1. If the supplier has a contract that is available to one or more public agencies that offers lower pricing than their U.S. Communities contract, the supplier is required to match the pricing under the U.S. Communities contract and make the eligible public agencies aware that the lower pricing is available under their U.S. Communities contract. If one or more of the eligible agencies request to transition to the U.S. Communities contract, the supplier is expected to transition the agency and report the agency's purchases under the U.S. Communities contract going forward. The price match only applies to eligible agencies. Below are three examples of contracts and eligible agencies.
 - a. The supplier holds a state contract with lower pricing that is available to all public agencies within the state. The supplier would match the lower state pricing under U.S. Communities and make it available to all public agencies within the state.
 - b. The supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. The supplier would match the lower cooperative pricing under U.S. Communities and make it available to the ten public agency cooperative members.
 - c. The supplier holds a contract with an individual public agency. The public agency contract does not contain any cooperative language and therefore other public agencies are not eligible to utilize the contract. The supplier would be required to match the lower pricing under the U.S. Communities contract and make it available only to the individual public agency.
2. Occasionally U.S. Communities and its suppliers interact with a public agency that has a buying pattern that is a large deviation from the normal public agency buying pattern that causes the supplier's U.S. Communities pricing to be non-competitive and / or higher than an alternative contract held by the supplier. The cause could be created by a unique end user preference or requirement. When this occasion arises the supplier has the ability to address the issue by lowering the price under the U.S. Communities contract on the item(s) causing the large deviation. The supplier would not be required to lower the price for other agencies.

SUPPLIER'S INITIAL: _____

DATE: _____

U.S. communities Administration Agreement continued

While it is the objective of the U.S. Communities program to have public agencies piggyback on the contracts rather than issue their own bids and RFPs, U.S. Communities recognizes that for various reasons many public agencies will issue their own solicitations. The following options are available to U.S. Communities Suppliers when responding to Public Agency solicitations.

1. Respond with your U.S. Communities contract pricing. If successful the sales would be reported under U.S. Communities,
2. If competitive conditions required pricing lower than the standard U.S. Communities contract pricing, the supplier can submit lower pricing through the U.S. Communities contract. If successful the sales would be reported under U.S. Communities,
3. Do not respond to the bid or RFP. Make the U.S. Communities contract available to the agency to compare against their solicitation responses.
4. Respond to the bid or RFP with pricing that is higher (net to buyer) than the Suppliers' U.S. Communities contract pricing.
5. Respond to the bid or RFP with pricing that is higher (net to buyer) than the Suppliers U.S. Communities contract pricing. If an alternative response is permitted offer the U.S. Communities contract as an alternative for their consideration.

SUPPLIER'S INITIAL: _____

DATE: _____

U.S. communities Administration Agreement continued

Within 30 Days of the previous month's Participating Public Agency sales, monthly reporting is due in the required format. Monthly reporting will include sales reporting for U.S. and Canada, and a breakout of Environmental Preferable (Green) sales reporting. Supplier must make reasonable attempts at filling in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.

Submitted reports will be verified by U.S. Communities against their registration database. Any data that differs with the registration database will be changed prior to processing.

U.S. Communities will send to each supplier an error report which details where the supplier sales report differed from the registration database and the anticipated actions to correct those discrepancies. These corrections must be completed prior to the following quarterly sales report. Any questions should be directed to U.S. Communities in writing to mteixeira@uscommunities.org.

Within 60 days of each calendar quarter, U.S. Communities will provide online reporting available to suppliers, sponsors and agencies with updated quarterly reports. The suppliers will be asked to follow up and report back within 15 days of receiving the notification on specific reports available to them online. In general, these are the areas of concern that suppliers will be requested to review and report back on:

Report Name	Follow up with U.S. Communities
5 Qtr Drop Sales Analysis	Financial & Reporting Manager
Zero States Sales Report	Program Manager
Registered Agency Without Sales Report	Program Manager

The above reports are available under your supplier login and are found under "Sales Report." Other reports that are also available and are useful in resolving reporting issues and enabling you to better manage your U.S. Communities contract are:

- Agency Sales by Population/Enrollment Report
- Hot Prospect Sales Report
- New Lead Sales Report
- State Comparison Sales Report
- Advisory Board Usage Report
- Various Agency Type Comparison Reports
- Sales Report Builder

If upon review of sales reports or sales analysis by agencies, sponsors, advisory board members or U.S. Communities staff, a sales reporting discrepancy is highlighted, suppliers will be informed of follow up requirements by e-mail. Suppliers will be expected to provide to U.S. Communities data that sufficiently clarifies sales issues in question in a timely manner so as to be resolved to U.S. Communities' and Lead Agency's reasonable satisfaction within 30 days of written request; and if not resolved U.S. Communities will have the right to conduct an audit and subject late fees to the sales in question. If past due fees are determined payable, once amount is determined, Wells Fargo must receive payment by supplier within 15 days.

U.S. communities Administration Agreement continued

a. STATE NOTICE ADDENDUM:

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

Cities, Towns, Villages and Boroughs

CITY OF ADAIR VILLAGE
CITY OF ASHLAND
CITY OF ASTORIA OREGON
CITY OF AUMSVILLE
CITY OF AURORA
CITY OF BEAVERTON
CITY OF BOARDMAN
CITY OF BURNS
CITY OF CANBY
CITY OF CANYONVILLE
CITY OF CLATSKANIE
CITY OF COBURG
CITY OF CONDON
CITY OF COOS BAY
CITY OF CORVALLIS
CITY OF COTTAGE GROVE
CITY OF DALLAS
CITY OF DAMASCUS
CITY OF DUNDEE
CITY OF EAGLE POINT
CITY OF ECHO
CITY OF ESTACADA
CITY OF EUGENE
CITY OF FALLS CITY
CITY OF GATES
CITY OF GEARHART
CITY OF GOLD HILL
CITY OF GRANTS PASS
CITY OF GRESHAM
CITY OF HILLSBORO
CITY OF HOOD RIVER
CITY OF JOHN DAY
CITY OF KLAMATH FALLS
CITY OF LA GRANDE
CITY OF LAKE OSWEGO
CITY OF LAKESIDE

U.S. communities Administration Agreement continued

CITY OF LEBANON
CITY OF MALIN
CITY OF MCMINNVILLE
CITY OF MEDFORD
CITY OF MILL CITY
CITY OF MILWAUKIE
CITY OF MORO
CITY OF MOSIER
CITY OF NORTH PLAINS
CITY OF OREGON CITY
CITY OF PHOENIX
CITY OF PILOT ROCK
CITY OF PORTLAND
CITY OF POWERS
CITY OF REDMOND
CITY OF REEDSPORT
CITY OF RIDDLE
CITY OF SANDY
CITY OF SANDY
CITY OF SCAPPOOSE
CITY OF SHADY COVE
CITY OF SHERWOOD
CITY OF SPRINGFIELD
CITY OF ST. PAUL
CITY OF STAYTON
CITY OF TIGARD, OREGON
CITY OF TUALATIN, OREGON
CITY OF WARRENTON
CITY OF WEST LINN/PARKS
CITY OF WILSONVILLE
CITY OF WINSTON
CITY OF WOOD VILLAGE
CITY OF WOODBURN
CITY OF YACHATS
FLORENCE AREA CHAMBER OF COMMERCE
HOUSING AUTHORITY OF THE CITY OF SALEM
KEIZER POLICE DEPARTMENT
LEAGUE OF OREGON CITIES
PORTLAND DEVELOPMENT COMMISSION
CITY AND COUNTY OF HONOLULU
Counties and Parishes
ASSOCIATION OF OREGON COUNTIES
BENTON COUNTY
CLACKAMAS COUNTY DEPT OF TRANSPORTATION

U.S. communities Administration Agreement continued

CLATSOP COUNTY
COLUMBIA COUNTY, OREGON
COOS COUNTY HIGHWAY DEPARTMENT
CROOK COUNTY ROAD DEPARTMENT
CURRY COUNTY OREGON
DESCHUTES COUNTY
DOUGLAS COUNTY
GILLIAM COUNTY
GILLIAM COUNTY OREGON
GRANT COUNTY, OREGON
HARNEY COUNTY SHERIFFS OFFICE
HOOD RIVER COUNTY
JACKSON COUNTY HEALTH AND HUMAN SERVICES
JEFFERSON COUNTY
KLAMATH COUNTY VETERANS SERVICE OFFICE
LAKE COUNTY
LANE COUNTY
LINCOLN COUNTY
LINN COUNTY
MARION COUNTY , SALEM, OREGON
MORROW COUNTY
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES
MULTNOMAH LAW LIBRARY
NAMI LANE COUNTY
POLK COUNTY
SHERMAN COUNTY
UMATILLA COUNTY, OREGON
UNION COUNTY
WALLOWA COUNTY
WASCO COUNTY
WASHINGTON COUNTY
YAMHILL COUNTY
MAUI COUNTY COUNCIL

K - 12

ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
BAKER SCHOOL DISTRICT 5-J
BANDON SCHOOL DISTRICT
BANKS SCHOOL DISTRICT
BEAVERTON SCHOOL DISTRICT
BEND / LA PINE SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CANBY SCHOOL DISTRICT

U.S. communities Administration Agreement continued

CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO. 6
CENTRAL SCHOOL DISTRICT 13J
CLACKAMAS EDUCATION SERVICE DISTRICT
COOS BAY SCHOOL DISTRICT
COOS BAY SCHOOL DISTRICT NO.9
COQUILLE SCHOOL DISTRICT 8
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CRESWELL SCHOOL DISTRICT
CROSSROADS CHRISTIAN SCHOOL
CULVER SCHOOL DISTRICT NO.
DALLAS SCHOOL DISTRICT NO. 2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SD NO.6 - SISTERS SD
DOUGLAS COUNTY SCHOOL DISTRICT 116
DOUGLAS EDUCATION SERVICE DISTRICT
DUFUR SCHOOL DISTRICT NO.29
ELKTON SCHOOL DISTRICT NO.34
ESTACADA SCHOOL DISTRICT NO.108
FOREST GROVE SCHOOL DISTRICT
GASTON SCHOOL DISTRICT 511J
GEN CONF OF SDA CHURCH WESTERN OR
GLADSTONE SCHOOL DISTRICT
GLENDALE SCHOOL DISTRICT
GLIDE SCHOOL DISTRICT NO.12
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM-BARLOW SCHOOL DISTRICT
HARNEY COUNTY SCHOOL DIST. NO.3
HARNEY EDUCATION SERVICE DISTRICT
HEAD START OF LANE COUNTY
HERITAGE CHRISTIAN SCHOOL
HIGH DESERT EDUCATION SERVICE DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS

U.S. communities Administration Agreement continued

LA GRANDE SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LANE COUNTY SCHOOL DISTRICT 69
LEBANON COMMUNITY SCHOOLS NO.9
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C - SCIO SD
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT - SALEM - KEIZER PS
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
MCMINNVILLE SCHOOL DISTRICT NO.40
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DISTRICT
MT. ANGEL SCHOOL DISTRICT NO.91
MULTISENSORY LEARNING ACADEMY
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE POINT SCHOOL DISTRICT NO.41
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH SANTIAM SCHOOL DISTRICT 29J
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
NYSSA SCHOOL DISTRICT NO. 26
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NO.46
OUR LADY OF THE LAKE SCHOOL
PHILOMATH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NO.4
PORTLAND ADVENTIST ACADEMY
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAINIER SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REEDSPORT SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J

U.S. communities Administration Agreement continued

SEASIDE SCHOOL DISTRICT 10
SEVEN PEAKS SCHOOL
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT
SIUSLAW SCHOOL DISTRICT
SOUTH COAST EDUCATION SERVICE DISTRICT
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
VERNONIA SCHOOL DISTRICT 47J
WEST HILLS COMMUNITY CHURCH
WEST LINN WILSONVILLE SCHOOL DISTRICT
WHITEAKER MONTESSORI SCHOOL
YONCALLA SCHOOL DISTRICT NO.32
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
EMMANUAL LUTHERAN SCHOOL
HANAHAU`OLI SCHOOL
ISLAND SCHOOL
KAMEHAMEHA SCHOOLS
KE KULA O S. M. KAMAKAU

Higher Education

BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
CENTRAL OREGON COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLUMBIA GORGE COMMUNITY COLLEGE
GEORGE FOX UNIVERSITY
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
MT. HOOD COMMUNITY COLLEGE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIV.
REED COLLEGE
ROGUE COMMUNITY COLLEGE

U.S. communities Administration Agreement continued

SOUTHWESTERN OREGON COMMUNITY COLLEGE
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
BRIGHAM YOUNG UNIVERSITY - HAWAII
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
UNIVERSITY OF HAWAII AT MANOA

State Agencies

BOARD OF MEDICAL EXAMINERS
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE POLICE
OREGON TOURISM COMMISSION
SEIU LOCAL 503, OPEU
ADMIN. SERVICES OFFICE
HAWAII HEALTH SYSTEMS CORPORATION
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE
STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION

Special/Independent Districts

BAY AREA HOSPITAL DISTRICT
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT
CHEHALEM PARK AND RECREATION DISTRICT
CITY COUNTY INSURANCE SERVICES
CLEAN WATER SERVICES
COLUMBIA 911 COMMUNICATIONS DISTRICT
COLUMBIA RIVER PUD
DESCHUTES COUNTY RFPD NO.2
DESCHUTES PUBLIC LIBRARY SYSTEM
EAST MULTNOMAH SOIL AND WATER CONSERVANCY
GASTON RURAL FIRE DEPARTMENT
GLADSTONE POLICE DEPARTMENT
GLENDALE RURAL FIRE DISTRICT

U.S. communities Administration Agreement continued

HOODLAND FIRE DISTRICT NO.74
HOODLAND FIRE DISTRICT #74
KLAMATH COUNTY 9-1-1
LANE EDUCATION SERVICE DISTRICT
LANE TRANSIT DISTRICT
MALIN COMMUNITY PARK AND RECREATION DISTRICT
MARION COUNTY FIRE DISTRICT #1
METRO
METROPOLITAN EXPOSITION-RECREATION COMMISSION
MONMOUTH - INDEPENDENCE NETWORK
MULTONAH COUNTY DRAINAGE DISTRICT #1
NW POWER POOL
OAK LODGE WATER DISTRICT
PORT OF ST HELENS
PORT OF UMPQUA
REGIONAL AUTOMATED INFORMATION NETWORK
RIVERGROVE WATER DISTRICT
SALEM AREA MASS TRANSIT DISTRICT
SANDY FIRE DISTRICT NO. 72
SUNSET EMPIRE PARK AND RECREATION
THE NEWPORT PARK AND RECREATION CENTER
THE PORT OF PORTLAND
TILLAMOOK PEOPLES UTILITY DISTRICT
TUALATIN HILLS PARK AND RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

Nonprofit & Other

ALLFOURONE/CRESTVIEW CONFERENCE CTR.
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
ALZHEIMERS NETWORK OF OREGON
ASHLAND COMMUNITY HOSPITAL
ATHENA LIBRARY FRIENDS ASSOCIATION
BARLOW YOUTH FOOTBALL
BAY AREA FIRST STEP, INC.
BENTON HOSPICE SERVICE
BIRCH COMMUNITY SERVICES, INC.
BLACHLY LANE ELECTRIC COOPERATIVE
BLIND ENTERPRISES OF OREGON
BONNEVILLE ENVIRONMENTAL FOUNDATION
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
BROAD BASE PROGRAMS INC.
CANBY FOURSQUARE CHURCH

U.S. communities Administration Agreement continued

CANCER CARE RESOURCES
CASCADIA BEHAVIORAL HEALTHCARE
CASCADIA REGION GREEN BUILDING COUNCIL
CATHOLIC CHARITIES
CATHOLIC COMMUNITY SERVICES
CENTRAL BIBLE CHURCH
CENTRAL CITY CONCERN
CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
CHILDPEACE MONTESSORI
CITY BIBLE CHURCH
COAST REHABILITATION SERVICES
COLLEGE HOUSING NORTHWEST
COMMUNITY ACTION TEAM, INC.
COMMUNITY CANCER CENTER
CONFEDERATED TRIBES OF GRAND RONDE
CONSERVATION BIOLOGY INSTITUTE
CONTEMPORARY CRAFTS MUSEUM AND GALLERY
CORVALLIS MOUNTAIN RESCUE UNIT
COVENANT CHRISTIAN HOOD RIVER
COVENANT RETIREMENT COMMUNITIES
DELIGHT VALLEY CHURCH OF CHRIST
DOUGLAS ELECTRIC COOPERATIVE, INC.
EAST HILL CHURCH
EAST SIDE FOURSQUARE CHURCH
EAST WEST MINISTRIES INTERNATIONAL
ELMIRA CHURCH OF CHRIST
EMMAUS CHRISTIAN SCHOOL
EN AVANT, INC.
ENTERPRISE FOR EMPLOYMENT AND EDUCATION
EUGENE BALLET COMPANY
EUGENE SYMPHONY ASSOCIATION, INC.
EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
FAIR SHARE RESEARCH AND EDUCATION FUND
FAITH CENTER
FAITHFUL SAVIOR MINISTRIES
FAMILIES FIRST OF GRANT COUNTY, INC.
FANCONI ANEMIA RESEARCH FUND INC.
FIRST CHURCH OF THE NAZARENE
FIRST UNITARIAN CHURCH
FORD FAMILY FOUNDATION
FOUNDATIONS FOR A BETTER OREGON
FRIENDS OF THE CHILDREN
GOAL ONE COALITION
GOLD BEACH POLICE DEPARTMENT

U.S. communities Administration Agreement continued

GOOD SHEPHERD COMMUNITIES
GRANT PARK CHURCH
GRANTS PASS MANAGEMENT SERVICES, DBA
HEARING AND SPEECH INSTITUTE INC
HELP NOW! ADVOCACY CENTER
HIGHLAND HAVEN
HIGHLAND UNITED CHURCH OF CHRIST
HOUSING AUTHORITY OF PORTLAND
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
IRCO
JUNIOR ACHIEVEMENT
KLAMATH HOUSING AUTHORITY
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
LA GRANDE UNITED METHODIST CHURCH
LANE ELECTRIC COOPERATIVE
LANE MEMORIAL BLOOD BANK
LAUREL HILL CENTER
LIVING WAY FELLOWSHIP
LOCAL GOVERNMENT PERSONNEL INSTITUTE
LOOKING GLASS YOUTH AND FAMILY SERVICES
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
METRO HOME SAFETY REPAIR PROGRAM
METROPOLITAN FAMILY SERVICE
MID COLUMBIA COUNCIL OF GOVERNMENTS
MID-COLUMBIA CENTER FOR LIVING
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
MORNING STAR MISSIONARY BAPTIST CHURCH
MORRISON CHILD AND FAMILY SERVICES
MOSAIC CHURCH
NATIONAL PSORIASIS FOUNDATION
NATIONAL WILD TURKEY FEDERATION
NEW AVENUES FOR YOUTH INC
NEW BEGINNINGS CHRISTIAN CENTER
NEW HOPE COMMUNITY CHURCH
NEWBERG FRIENDS CHURCH
NORTHWEST FOOD PROCESSORS ASSOCIATION
NORTHWEST YOUTH CORPS
OCHIN
OHSU FOUNDATION
OMNIMEDIX INSTITUTE
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
OREGON BALLET THEATRE

U.S. communities Administration Agreement continued

OREGON COAST COMMUNITY ACTION
OREGON DEATH WITH DIGNITY
OREGON DONOR PROGRAM
OREGON EDUCATION ASSOCIATION
OREGON PROGRESS FORUM
OREGON REPERTORY SINGERS
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
OSLC COMMUNITY PROGRAMS
OUTSIDE IN
OUTSIDE IN
PACIFIC CASCADE FEDERAL CREDIT UNION
PACIFIC FISHERY MANAGEMENT COUNCIL
PACIFIC INSTITUTES FOR RESEARCH
PARTNERSHIPS IN COMMUNITY LIVING, INC.
PENDLETON ACADEMIES
PENTAGON FEDERAL CREDIT UNION
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
PORT CITY DEVELOPMENT CENTER
PORTLAND ART MUSEUM
PORTLAND BUSINESS ALLIANCE
PORTLAND HABILITATION CENTER, INC.
PORTLAND SCHOOLS FOUNDATION
PORTLAND WOMENS CRISIS LINE
PREGNANCY RESOUCCE CENTERS OF GRETER PORTLAND
QUADRIPLLEGICS UNITED AGAINST DEPENDENCY, INC.
REBUILDING TOGETHER - PORTLAND INC.
REGIONAL ARTS AND CULTURE COUNCIL
ROGUE FEDERAL CREDIT UNION
ROSE VILLA, INC.
SACRED HEART CATHOLIC DAUGHTERS
SAIF CORPORATION
SAINT ANDREW NATIVITY SCHOOL
SAINT CATHERINE OF SIENA CHURCH
SAINT JAMES CATHOLIC CHURCH
SALEM ALLIANCE CHURCH
SCIENCEWORKS
SELF ENHANCEMENT INC.
SERENITY LANE
SEXUAL ASSAULT RESOURCE CENTER
SEXUAL ASSAULT RESOURCE CENTER
SHELTERCARE
SHERMAN DEVELOPMENT LEAGUE, INC.
SILVERTON AREA COMMUNITY AID
SISKIYOU INITIATIVE

U.S. communities Administration Agreement continued

SMART
SOCIAL VENTURE PARTNERS PORTLAND
SOUTH COAST HOSPICE, INC.
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
SPARC ENTERPRISES
SPOTLIGHT THEATRE OF PLEASANT HILL
SPRINGFIELD UTILITY BOARD
ST. ANTHONY CHURCH
ST. ANTHONY SCHOOL
ST. MARYS OF MEDFORD, INC.
SUMMIT VIEW COVENANT CHURCH
SUNRISE ENTERPRISES
TENAS ILLAHEE CHILDCARE CENTER
THE CHURCH OF JESUS CHRIST OF LDS
THE EARLY EDUCATION PROGRAM, INC.
THE NEXT DOOR
THE OREGON COMMUNITY FOUNDATION
THE SALVATION ARMY - CASCADE DIVISION
TILLAMOOK CNTY WOMENS CRISIS CENTER
TOUCHSTONE PARENT ORGANIZATION
TRAILS CLUB
TRAINING EMPLOYMENT CONSORTIUM
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
UMATILLA-MORROW ESD
UMPQUA COMMUNITY DEVELOPMENT CORPORATION
UNION GOSPEL MISSION
UNITED CEREBRAL PALSY OF OR AND SW WA
UNITED WAY OF THE COLUMBIA WILLAMETTE
US CONFERENCE OF MENONNITE BRETHREN CHURCHES
US FISH AND WILDLIFE SERVICE
USAGENCIES CREDIT UNION
VIRGINIA GARCIA MEMORIAL HEALTH CENTER
VOLUNTEERS OF AMERICA OREGON
WE CARE OREGON
WESTERN RIVERS CONSERVANCY
WESTERN STATES CENTER
WESTSIDE BAPTIST CHURCH
WILD SALMON CENTER
WILLAMETTE FAMILY
WOODBURN AREA CHAMBER OF COMMERCE
WORD OF LIFE COMMUNITY CHURCH
WORKSYSTEMS INC
YWCA SALEM

U.S. communities Administration Agreement continued

AMERICAN LUNG ASSOCIATION
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
EAH, INC.
EASTER SEALS HAWAII
HALE MAHAOLU
HAWAII AGRICULTURE RESEARCH CENTER
MAUI ECONOMIC DEVELOPMENT BOARD
ORI ANUENUE HALE, INC.
ST. THERESA CHURCH
WAIANAE COMMUNITY OUTREACH
WAILUKU FEDERAL CREDIT UNION

Sample Services/Solutions Projects

Offerors are required to submit a sample Services/Solution Project for each type of Service/Solution Project being proposed. Offerors are encouraged to detail labor categories, labor hours, projected Scope of Work (SOW) and associated price breakdown for a total Service/Solution package.

In addition to the above required submittal, Offerors are required to submit with their RFP response the following sample Services/Solutions Projects.

B. Unified Security Capabilities – Sample SOW

1. Request for Statement of Work

A jurisdiction with a population of approximately 1 million and a work force of 12,000 has a requirement for an upgrade to its enterprise-level asset management system. Below is a brief description of the tasks to be performed.

2. Scope of Services for Asset Management System Upgrade

The scope of the project is to assist the jurisdiction with an upgrade to a current version of a commercially available asset management software application.

The offeror's technical support team will provide the following services:

- Base product installation in the jurisdiction's existing environment
- Preparation of a requirements gap analysis and of recommendations with respect to how to achieve optimal ROI
- On-site customization, user training, report development and knowledge transfer

3. Level of Effort – Cost of Services to be Provided

Below is the labor categories normally associated with this type of project. Offerors shall provide an estimate of the number of hours required, as well as on-site and off-site rates for the work to be performed.

- Project Manager
- Senior Analyst
- Junior Analyst

The SOW should specify key assumptions, offeror's and customer's responsibilities, schedule for completion, deliverables and completion criteria. Each offeror will also note other anticipated direct and indirect costs. Please note that all "final SOWs" (i.e., an SOW submitted to a participating jurisdiction prior to the start of a contract engagement) will include estimated travel expense.

Sample Services/Solutions Projects continued

C. Communications Capabilities – Sample SOW

1. Request for Statement of Work

A jurisdiction with a population of approximately 68,000 and a work force of approximately 450, has a requirement for state-of-the-art Enterprise IP Telephony technology. Below is a brief description of the tasks to be performed.

2. Scope of Services for VOIP

Provide for a Plan, Design, and Implementation of an Enterprise IP Telephony Project. The new IP Telephony infrastructure will support approximately 226 IP Stations across 10 locations. This will be a complete turnkey solution implementation that is reliable, scalable, and flexible.

The offeror shall provide at minimum the following services:

- Planning and Design
- Programming, Advance configuration and testing
- Project Management
- Installation of Routers and Switches
- Installation of AVVID and Voicemail
- Call Manager programming, advance configuration, and testing in the vendor facility
- Telco (Existing and/or new T1 and Analog services will be used at all sites)
- Train the Trainer
- Place and testing of Phones
- Training of end users
- Cutover

The offeror's plan must include, as a minimum, all steps, testing, training, timelines, resources, and milestones necessary to fully satisfy the needs of the jurisdiction.

3. Cost of Services to be provided:

- Labor categories
- Hours
- Equipment
- Any other cost breakdown associated with this sample project

The SOW should specify key assumptions, offeror's and customer's responsibilities, schedule for completion, deliverables and completion criteria. Each offeror will also note other anticipated direct and indirect costs. Please note that all "final SOWs" (i.e., an SOW submitted to a participating jurisdiction prior to the start of a contract engagement) will include estimated travel expense.

Sample Services/Solutions Projects continued

E. Enterprise-wide Imaging – Sample SOW

1. Request for Statement of Work

A jurisdiction with a population of approximately 1 million and a work force of 12,000 has a requirement for enterprise content management and enterprise-wide imaging to scan, classify and capture documents so that their images can be captured through their Documentum/Prodagio application. Once the images have been processed the Documentum/Prodagio system will store the images and allow for them to be routed to the appropriate location within the electronic case record. Below is a brief description of the tasks to be performed.

2. Scope of Services for Enterprise Wide Imaging

The scope of the project is to assist the jurisdiction with scanning virtually all document types and classifying the documents.

The offeror's scanning solution should offer the following solutions:

- Electronically capture images and their associated metadata
- Scan from multiple locations and receive faxed documents
- Color scanning of documents, scan single or multiple page documents, scan documents of various size and condition, scan double-sided documents, and scan to include image enhancement capabilities
- Route documents to individual worker inboxes, site specific holding trays, or case specific holding trays

3. Level of Effort – Cost of Services to be Provided

Below are the labor categories normally associated with this type of project. Offerors shall provide an estimate of the number of hours required, as well as on-site and off-site rates for the work to be performed.

- Project Manager
- On-Site Coordinator
- Imaging and Quality Control Technician

The SOW should specify key assumptions, offeror's and customer's responsibilities, schedule for completion, deliverables and completion criteria. Each offeror will also note other anticipated direct and indirect costs. Please note that all "final SOWs" (i.e., an SOW submitted to a participating jurisdiction prior to the start of a contract engagement) will include estimated travel expense.

Sample Services/Solutions Projects continued

I. Long Term Storage & Retrieval – Sample SOW

1. Request for Statement of Work

A jurisdiction with a population of approximately 1 million and a work force of 12,000 has a requirement for a unified storage environment with multi-protocol support. Below is a brief description of the tasks to be performed.

3. Scope of Services for Unified Storage Architecture Solution

The scope of the project is to assist the jurisdiction with design and implementation of a clustered storage platform to provide a unified storage environment and multi-protocol support.

The offeror's technical support team will provide the following services:

- Analysis of Existing Storage Platforms and attached systems
- Preparation of consolidated Storage Architecture design and implementation plan with respect on how to achieve the following:
 - Improved disk utilization and provisioning
 - Reduce backup windows and improve recovery speed and reliability
 - Improve use of DR infrastructure
 - Generate higher return on investment
- Base product installation in the jurisdiction's existing environment
- Integrate product with jurisdiction's existing environment
- On-site monitoring and validation of product implementation
- Migrate appropriate systems/data to new environment
- On-site admin training and knowledge transfer

3. Level of Effort – Cost of Services to be Provided

Below are the labor categories normally associated with this type of project. Offerors shall provide an estimate of the number of hours required, as well as on-site and off-site rates for the work to be performed.

- Project Manager
- Storage Architect
- Storage Engineer/Administrator

The SOW should specify key assumptions, offeror's and customer's responsibilities, schedule for completion, deliverables and completion criteria. Each offeror will also note other anticipated direct and indirect costs. Please note that all "final SOWs" (i.e., an SOW submitted to a participating jurisdiction prior to the start of a contract engagement) will include estimated travel expense.

Sample Services/Solutions Projects continued

N. Auto-Redaction – Sample SOW

1. Request for Statement of Work

A jurisdiction with a population of approximately 1 million and a work force of 12,000 has a requirement for a modern solution utilizing state-of-the-art technology to automatically redact without human intervention specific required information from a document or image. Below is a brief description of the tasks to be performed.

2. Scope of Services for Auto-Redaction

The scope of the project is to assist the jurisdiction with a day forward solution for automated redaction.

The offeror's technical support team will provide the following services:

- A day-forward redaction product which must include all imaging and user interface toolkits/capabilities to perform accurate and efficient redactions
- A detailed plan delineating the Offeror's perspective on the integration of the redaction software into the jurisdictions applications.
- The plan must include, as a minimum, all steps, testing, training, timelines, resources, and milestones necessary to fully implement the software and its features

3. Level of Effort – Cost of Services to be Provided

Below are the labor categories normally associated with this type of project. Offerors shall provide an estimate of the number of hours required, as well as on-site and off-site rates for the work to be performed.

- Project Manager
- IT Analyst (Trainer)
- System Administrator

The SOW should specify key assumptions, offeror's and customer's responsibilities, schedule for completion, deliverables and completion criteria. Each offeror will also note other anticipated direct and indirect costs. Please note that all "final SOWs" (i.e., an SOW submitted to a participating jurisdiction prior to the start of a contract engagement) will include estimated travel expense.

Sales Force Form

States/Regions	Name of Employee(s) covering State	Title	S.L.E.D Sales 1/1/08-06/30/08
Alabama - AL			
Alaska - AK			
Arizona - AZ			
Arkansas - AR			
California - CA			
Colorado - CO			
Connecticut - CT			
Delaware - DE			
District of Columbia - DC			
Florida - FL			
Georgia - GA			
Hawaii - HI			
Idaho - ID			
Illinois - IL			
Indiana - IN			
Iowa - IA			
Kansas - KS			
Kentucky - KY			
Louisiana - LA			
Maine - ME			
Maryland - MD			
Massachusetts - MA			
Michigan - MI			
Minnesota - MN			
Mississippi - MS			
Missouri - MO			
Montana - MT			
Nebraska - NE			
Nevada - NV			
New Hampshire - NH			
New Jersey - NJ			
New Mexico - NM			
New York - NY			
North Carolina - NC			
North Dakota - ND			
Ohio - OH			
Oklahoma - OK			
Oregon - OR			

Sales Force Form continued

Pennsylvania - PA			
Puerto Rico - PR			
Rhode Island - RI			
South Carolina - SC			
South Dakota - SD			
Tennessee - TN			
Texas - TX			
Utah - UT			
Vermont - VT			
Virgin Island - VI			
Virginia - VA			
Washington - WA			
West Virginia - WV			
Wisconsin - WI			
Wyoming - WY			

Exhibit C
[Price Sheet]

Standard PC 8200

XL511AV	Configurable- HP Compaq 8200 Elite Ultra-slim Desktop PC	\$725.81
XL688AV#ABA	<u>Genuine Windows® 7 Professional 32-bit</u>	
BX359AV	Intel® Core i5-2400S Processor	
BW871AV	Intel i5 2nd Gen CPU Label	
FQ224AV	DASH 1.0 Management Protocol (Available only with a SIPP processor)	
BV075AV	4GB DDR3 (PC3-1333) MHz non-ECC (1 x 4 GB DIMM)	
BV004AV	250GB 2.5 7200 rpm SATA 3.0 Gb/s NCQ, SMART IV	
VV248AV	HP Slim 8X SATA SuperMulti Drive (no SW)	
BV088AV	Intel® HD Graphics (Requires the standard country kit.)	
BV396AV#ABA	HP USB Standard Keyboard	
BV035AV	HP PS/2 Optical Mouse	
XL528AV	HP Compaq 8200 Elite USDT Chassis	
XL537AV	Single Unit (USDT) Packaging	
XJ296AV#ABA	HP 3-3-3 (parts/labor/next business day on-site) warranty	
XJ309AV#ABA	HP Compaq 8200 Elite USDT Country Kit - Includes a Quick Setup & Getting Started manual in English and a country-specific power cord (Available only with the Single Unit packaging.)	
U7899E	HP 5y NextBusDay Onsite DT Only HW Supp	\$94.68
	Total	\$820.49

Standard Notebook 8460P

WX558AV	HP EliteBook 8460p Notebook PC, with Mobile Intel® QM67 chipset, and Intel® HD Graphics 3000	\$1,122.58
XR936AV#ABA	<u>Genuine Windows® 7 Professional 32</u>	
VM939AV	Genuine Windows 7 Logo	
WX663AV	2nd Generation Intel® CoreT i5-2520M Processor, 2.50GHz (Turbo up to 3.20GHz), 1333 MHz, 3MB L3 Cache	
LB635AV	Intel Core i5 Label	
XU979AV	Estar Label - If any (MSOS) is selected, then MISC eStar label (XU979AV)	
FG972AV	no vPro Technology support	
XU700AV	14.0-inch diagonal LED-backlit HD anti-glare (1366 x 768) with Webcam	
XU711AV	Integrated 720p HD Webcam	
WX671AV	4 GB 1333 MHz DDR3 SDRAM (1D)	
WX673AV	250 GB 7200 rpm 2.5-inch hard drive	
WX679AV	DVD±RW SuperMulti DL Drive	
XX114AV#ABA	DualPoint Keyboard	
XB088AV	HP Integrated Module with Bluetooth® 2.1 Wireless Technology	
XX238AV	Intel Centrino Advanced N 6205	
XU715AV	HP un2430 EV-DO/HSPA Mobile Broadband Module Requires Selection of service provider	
LF240AV	Verizon Wireless, Motorola, Sprint, AT&T Broadband Access (US only)	
XU712AV	56K v.92 high speed modem	
XU717AV	Integrated Fingerprint Reader	
XR914AV#ABA	65W Hardware Kit	
WX682AV	HP 6-Cell 55 Wh Li-Ion XL Battery (3-year)	
XU539AV#ABA	HP Elite Support with limited 3 year standard parts and labor warranty 3/3/0	
UL788E	HP 4y NextBusDay Onsite with ADP, Computrace and Disk Retention NB Only SVC	\$247.31
	Total	1,369.89

Standard Notebook Probook 6460B

WX560AV	HP ProBook 6460b Notebook PC, with Mobile Intel® QM67 chipset, Intel® HD Graphics 3000, HP Mobile Broadband Ready, Intel® vProTM Technology Ready	\$1,049.46
XV175AV#ABA	<u>Genuine Windows® 7 Professional 32</u>	
VM939AV	Genuine Windows 7 Logo	
WX631AV	2nd Generation Intel® CoreT i5-2520M Processor, 2.50GHz (Turbo up to 3.20GHz), 1333 MHz, 3MB L3 Cache	
LB635AV	Intel Core i5 Label	
FG972AV	no vPro Technology support	
XU979AV	Estar Label - If any (MSOS) is selected, then MISC eStar label (XU979AV)	
XU527AV	Integrated 720p HD Webcam	
XU516AV	14.0-inch diagonal LED-backlit HD anti-glare (1366 x 768) with Webcam, and HP Mobile Broadband Ready	
WX641AV	4 GB 1333 MHz DDR3 SDRAM (1D)	
WX643AV	250 GB 7200 rpm 2.5-inch hard drive	
WX649AV	DVD±RW SuperMulti DL Drive	
XY533AV#ABA	DualPoint Keyboard	
XY690AV	Intel Centrino Advanced N 6205	
XB087AV	HP Integrated Module with Bluetooth® 2.1 Wireless Technology	
WX659AV	HP un2430 EV-DO/HSPA Mobile Broadband Module	

LF242AV	Verizon Wireless, Motorola, Sprint, AT&T Broadband Access (US only)	
XU528AV	56K v.92 Modem	
XU534AV	Integrated Fingerprint Reader with DualPoint Keyboard	
XV183AV#ABA	65W Hardware Kit	
XM952AV	HP 6-Cell 55 Wh Li-Ion Battery	
XU537AV#ABA	3/3/0 Warranty	
UL788E	HP 4y NextBusDay Onsite with ADP, Computrace and Disk Retention NB Only SVC	\$247.31
	Total	\$1,296.77

Standard Tablet 2760p

XB252AV	HP EliteBook 2760p Tablet PC	\$1,332.00
LA235AV#ABA	<u>Genuine Windows® 7 Professional 32</u>	
VM939AV	Genuine Windows 7 Logo	
WC296AV	Intel Core i5 Label	
XU979AV	Estar Label - If any (MSOS) is selected, then MISC eStar label (XU979AV)	
FG972AV	no vPro Technology support	
WK823AV	BIOS configuration for multi-touch	
XB253AV	12.1-inch diagonal LED WXGA (1280x800) with Touch	
LG185AV	Integrated 720p HD Webcam	
XB257AV	4GB 1333DDR3 1DM Memory	
XB260AV	250GB 7200RPM Hard Drive	
LA245AV#ABA	Full-sized spill-resistant DualPoint keyboard	
XW822AV	Intel Centrino Advanced N 6205	
XB272AV	HP Integrated Module with Bluetooth® 2.1 Wireless Technology	
LE333AV	No HP Mobile Broadband	
LG189AV	56K v.92 Modem	
XX176AV#ABA	65W Hardware Kit	
LG187AV	HP Integrated Fingerprint Reader	
XW612AV	HP Long Life 6-Cell 39 Wh Li-Ion Battery (3 year warranty) Only available with 3 yr warranty	
XX363AV#ABA	HP Elite Support with limited 3 year standard parts and labor warranty 3/3/0	
UL788E	HP 4y NextBusDay Onsite with ADP, Computrace and Disk Retention NB Only SVC	\$247.31
RX932AA	<u>HP Li-Ion 6-Cell Ultra-Slim Battery for 2700 Series</u>	\$205.63
	Total	\$1,784.94

Standard Engineering PC

XZ796UT#ABA (500GB HD)	<u>HP Compaq Elite 8200 - CMT - 1 x Core i5 2400 / 3.1 GHz - RAM 4 GB - HDD 1 x 500 GB - DVD</u>	\$824.09
HN789E	Electronic HP Care Pack Next Business Day 5yr onsite	\$105.03

Display

EM890AA#ABA	HP Compaq LA1951G - LCD display - TFT - 19" Good Until 2/2012	\$182.00
U7934E	Electronic HP Care Pack Next Business Day Hardware Support - extended service agreement - 4 years - on-site	\$24.03

Dock for the Notebook 8460p and Probook 6460b

VB041AA#ABA	HP 90W Docking Station - Docking station	\$163.88
-------------	--	----------

Dock for the Tablet 2760p

WA995UT#ABA	HP Ultra-slim Expansion Base - Docking station - DVD±RW	\$195.32
-------------	---	----------

Gobi for the Tablet 2760P

QC430UT	HP un2430 EV-DO/HSPA Mobile Broadband Module - wireless cellular modem	\$170.53
---------	--	----------

Cables

AS615AA	HP - VGA adapter - DisplayPort (M) - HD-15 (F) -8 in - still valid	\$21.12
FH973AA	HP - DVI adapter - DisplayPort (M) - DVI-D (F) -7 in - still valid	\$21.12



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Date: **APR 24 2009**

Insight Public Sector, Inc.
444 Scott Drive
Bloomington, IL 60108

Attention: Steve Sibon, Vice President

Reference: RFP09-997736-42; Technology Products/Equipment and Technology
Services/Solutions

Dear Mr. Sibon:

Acceptance Agreement
Contract Number: RQ09-997736-42B

This acceptance agreement signifies a national contract award to Insight Public Sector, Inc. for the provision of Technology Products/Equipment, Section A and Technology Services/Solutions, Section B. The period of the contract shall be from May 1, 2009 through April 30, 2013, with three (1) one-year renewal options.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The signed Memorandum of Negotiations.

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Special Provisions paragraph 19 within ten (10) days after receipt of this letter.

Sincerely,



Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm
Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228

4-28-09
DRE



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax, 2009x
County

MEMORANDUM OF NEGOTIATIONS

RFP09-997736-42; Technology Products/Equipment and Technology Services/Solutions


The County of Fairfax (hereinafter called the County) and Insight Public Sector, Inc. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract RQ09-997736-42B. The final contract contains the following documents:

- a. County's Request for Proposal RFP09-997736-42 and all Addenda;
- b. The Contractor's Technical and Cost Proposals dated December 9, 2008;
- c. The Contractor's response to interview questions dated February 5, 2009;
- d. The County and Contractor's clarification of items dated March 2, 2009;
- e. The Contractor's response to items for Negotiation dated March 19, 2009;
- f. The Contractor's release of proprietary and confidential items dated April 7, 2009;
- g. This Memorandum of Negotiation and any Attachments;
- h. County purchase order;
- i. Any amendments subsequently issued.

In addition, the County and the Contractor agreed to the following:

1. Signed U. S. Communities General Administration Agreement.

ACCEPTED BY:



Steve Sibon, Vice President
Insight Public Sector, Inc.

4/14/09
Date



Cathy A. Muse, CPPO
Director/County Purchasing Agent

4/24/09
Date

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228



County of Fairfax, Virginia

AMENDMENT

Date: ~~_____~~ FEB 26 2014

AMENDMENT NO. 6

CONTRACT TITLE: Technology Products/Equipment and Technology Services/Solutions

CONTRACTOR
Insight Public Sector
444 Scott Drive
Bloomington, IL 60108

VENDOR CODE
100000125

CONTRACT NO.
4400001195

By mutual agreement, Contract 4400001195 is hereby amended to renew the contract for two (2) years, effective May 1, 2014 through April 30, 2016, at existing prices, terms, and conditions. This is the last renewal option available under this contract.

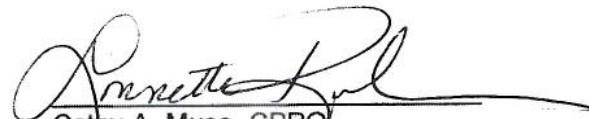
ACCEPTANCE:

BY: 
(Signature)

Ken Lamneck
(Printed)

CEO
(Title)

2/16/14
(Date)


Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION

Dept. of Finance – Accounts Payable/e
DIT – Afsaneh Tibbs/e
DIT – Hilde Kjersgard/e
DHS – Mark Walker/e
FCPS Procurement Services – Michelle Hoilman/e

Contractor
Contract Specialist – T. Stewart
ACS, Team 1 – J. Waysome -Tomlin
FCPS – Jim Wise/e

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3228



County of Fairfax, Virginia

AMENDMENT

Date:

AMENDMENT NO. 5

≡ **MAR 18 2013**

CONTRACT TITLE: Technology Products/Equipment and Technology Services/Solutions

CONTRACTOR
Insight Public Sector
444 Scott Drive
Bloomington, IL 60108


VENDOR CODE
1000000125

CONTRACT NO.
4400001195

By mutual agreement, Contract 4400001195 is hereby amended to incorporate the attached sample Master Equipment Lease Agreement (MELA).

The parties to Contract 4400001195 acknowledge that Contractor and a Participating Public Agency ("PPA") may desire to procure financing for certain equipment acquired under the Contract. The parties acknowledge and agree that in such instances the PPA shall enter into a separate lease agreement to finance the acquisition thereof, and that the lease agreement will be in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each PPA's procurement practices. Such terms and conditions will be binding on the Contractor and the PPA issuing the order. A sample of the lease agreement to be entered into by the PPA and the financing party is attached to this Amendment.

All other prices, terms and conditions remain the same.


Cathy A. Muse, CPPO
Director/County Purchasing Agent

Steve Pierson, CPPB, VCO
Contracts Manager

DISTRIBUTION

Dept. of Finance – Accounts Payable/e
DIT – Afsaneh Tibbs/e
DIT – Mike Daily/e
DIT – Arnold Platt/e
Park Authority – Purchasing Section/e

Contractor
Contract Specialist – T. Stewart
ACS, Team 1 – J. Waysome -Tomlin
DAHS (Suite 738) – Purchasing Section/e
FCPS/OPS – Michelle Hoilman/e

Department of Purchasing & Supply Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3228

Master Equipment Lease Agreement

BETWEEN:	(the "Lessor")
AND:	Fairfax County, VA (the "Lessee") 12000 Government Center Parkway Fairfax, VA 22030
DATED:	March ____, 2010

ARTICLE I

1.01 **Definitions.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agent" means any agent for the Registered Owners, if any, to which all or a portion of Lessor's right, title and interest in, to and under a Property Schedule and the Property under such Property Schedule may be assigned for the benefit of the Registered Owners of Lease Participation Certificates in such Property Schedule.

"Agreement" means this Master Equipment Lease Agreement, including all exhibits and schedules attached hereto.

"Appraisal Procedure" shall mean the following procedure for obtaining an appraisal of the Fair Market Value. Lessor shall provide Lessee with the names of three independent Appraisers. Within ten (10) business days thereafter, Lessee shall select one of such Appraisers to perform the appraisal. The selected Appraiser shall be instructed to perform its appraisal based upon the assumptions specified in the definition of Fair Market Value, and shall complete its appraisal within twenty (20) business days after such selection. Any such appraisal shall be final, binding and conclusive on Lessee and Lessor and shall have the legal effect of an arbitration award. Lessee shall pay the fees and expenses of the selected Appraiser, as approved by the county.

"Appraiser" shall mean a person engaged in the business of appraising property who has at least ten (10) years' experience in appraising property similar to the Property.

"Commencement Date" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in the Property Schedule.

"Event of Non-appropriation" is defined in Section 6.05.

"Event of Default" is defined in Section 13.01.

"Fair Market Value" or **"FMV"** shall mean the value of each Item of Property for use as configured, in place and installed. The Fair Market Value is the amount that may reasonably be expected for the installed Products in an exchange between a willing buyer and a willing seller. If Lessee does not agree with Lessor's determination of the Product's Fair Market Value, the fair market value (in use and in place) will be determined at Lessee's expense by an independent appraiser mutually acceptable to Lessee and Lessor. In determining the Fair Market Value of the Property, such Fair Market Value shall be calculated on the assumption that the Property is in the condition and repair required by Section 11.03 hereof.

"Governmental Authority" shall mean any foreign, Federal, state, county, municipal or other governmental authority, agency, board or court.

"Lease Participation Certificates" means certificates evidencing a right to receive a share of Rental Payments payable under a Property Schedule and Purchase Price Payments payable under a Property Schedule and any other rights set forth herein with respect to the Property under said Property Schedule.

"Lease Term" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.

"Lessee" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"Lessor" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"Original Term" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"Property" means, collectively, the property leased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"Property Schedule" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"Purchase Agreement" shall mean any purchase agreement or other contract entered into between the Supplier and Lessee for the acquisition of the Property to be leased hereunder. For the purposes of this Master Lease Agreement, this contract shall be Fairfax County Contract #RQ09-997736-42D, unless otherwise agreed to in an individual Property Schedule.

"Purchasing Agent" means the county representative employed by the Board of Supervisors of Fairfax County, Virginia. The Purchasing Agent has the sole responsibility and authority for negotiating, placing, and when necessary modifying every solicitation, contract, and purchase order issued by the County of Fairfax.

"Registered Owners" means the registered owners of Lease Participation Certificates in a Property Schedule as shown on the registration books maintained by the Agent.

"Renewal Terms" means the yearly appropriation of payments for a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget year and Purchase Agreement.

"Rental Payments" means the rental payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"Rental Payment Dates" means the Rental Payment Dates for the Rental Payments as set forth in each Property Schedule.

"State" means the state in which Lessee is situated.

"Supplier" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom all or any portion of the Property is being acquired for lease hereunder.

ARTICLE II

2.01 Property Schedules Separate Leases. Each Property Schedule executed and delivered under this Agreement shall be treated as a separate lease, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or an Event of Non-appropriation with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property leased and the Rental Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property leased or Rental Payments payable under any other Property Schedules unless an Event of Default or Event of Non-appropriation has also occurred under such other Property Schedules, unless otherwise permitted by applicable law.

ARTICLE III

3.01 Covenants of Lessee. As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor, any Agent, and any Registered Owners, as follows:

- (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
- (c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the leasing by Lessee of the Property thereunder. On or before the Commencement Date for the Property Schedule, Lessee shall cause to be executed an Lessee's Purchasing Agent's Opinion to be executed by Lessee's Purchasing Agent in substantially the form attached to the form of the Property Schedule as Exhibit 2.
- (d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
- (e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Lessor. Proof of appropriation shall be based on the Fairfax County Purchasing Resolution, Article One, Section Two, Subsection C which states that the County Purchasing Agent may also act as purchasing agent for the Northern Virginia Workforce Investment Board (NVWIB). The County Purchasing Agent shall have the authority to approve all contract awards up to \$100,000 and the NVWIB shall have the authority to approve all contract awards that exceed \$100,000.
- (f) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.

ARTICLE IV

4.01 Lease of Property. On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.

4.02 Lease Term. The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Rental Payment and conclusion of the final Rental Payment period set forth in such Property Schedule, unless terminated sooner pursuant to this Agreement or the Property Schedule.

4.03 Delivery, Installation and Acceptance of Property. Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule. Lessee has selected and ordered the Property from the Supplier and, if appropriate, has entered into a Purchase Agreement with respect thereto. Lessor may accept an assignment from Lessee of Lessee's rights, but none of Lessee's obligations, under any such Purchase Agreement.

ARTICLE V

5.01 Enjoyment of Property. Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. No Registered Owner shall interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.

5.02 Location; Inspection. The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property with ten (10) business days notice to Lessee.

ARTICLE VI

6.01 Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Rental Payments for a fiscal year, the Rental Payments for said fiscal year, and only the Rental Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

6.02 Payment of Rental Payments. Lessee shall promptly pay Rental Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. All invoices shall contain the contract number and the applicable payment amounts due. To the extent permitted by applicable law, Lessee shall pay Lessor a charge on any delinquent Rental Payments under a Property Schedule, in an amount sufficient to cover all additional costs and expenses incurred by Lessor and Agent from such delinquent Rental Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Rental Payments that are more than 10 days past due.

6.03 Rental Payments to be Unconditional. SUBJECT TO SECTION 6.05, THE OBLIGATIONS OF LESSEE TO PAY THE RENTAL PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

6.04 Continuation of Lease by Lessee. Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the term of all Property Schedules can be obtained. Lessee agrees that any Rental Payments due under the Property Schedules have been budgeted based on the Fairfax County Purchasing Resolution, Article One, Section Two, Subset C which states that the County Purchasing Agent may also act as purchasing agent for the Northern Virginia Workforce Investment Board (NVWIB). The County Purchasing Agent shall have the authority to approve all contract awards up to \$100,000 and the NVWIB shall have the authority to approve all contract awards that exceed \$100,000. Notwithstanding this covenant, if Lessee fails to appropriate the Rental Payments for a Property Schedule pursuant to Section 6.05, such Property Schedule shall terminate

6.05 Non-Appropriation. If sufficient funds are not appropriated to make Rental Payments required under a Property Schedule, such Property Schedule shall terminate and Lessee shall not be obligated to make Rental Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such non-appropriation (an "Event of Non-appropriation") Lessee shall, no later than the end of the fiscal year for which Rental Payments have been appropriated, deinstall and package the Property under said Property Schedule and make available to Lessor so that they may pick up said Property. If Lessee fails to deinstall, package, and make the Property available to Lessor upon termination of said Property Schedule by reason of an Event of Non-appropriation, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to make said Equipment available to Lessor and for any other loss suffered by Lessor as a result of Lessee's failure to make said Equipment available to Lessor as required. Lessee shall notify Lessor in writing within fifteen (15) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Rental Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

ARTICLE VII

7.01 Title to and Location of Property: Title to each item of Property leased hereunder shall remain with the Lessor at all times and Lessee shall have no right, title or interest therein except as expressly set forth in this Lease. Lessee, at its expense, will protect and defend Lessor's title to the Property and will keep the Property free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. All items of Property shall at all times be and remain personal property notwithstanding that any such Property may now or hereafter be affixed to realty.

The Property shall be delivered to the location specified in the Schedule with respect thereto and shall not thereafter be moved from such location without the prior written consent of Lessor. Without limitation of the foregoing, Lessee shall not permit the Property or any part thereof to be removed outside the United States. Lessor agrees to affix to each item of Property, in a reasonably prominent place, such indicia of Lessor's ownership if requested and supplied by Lessor. Lessee will not alter, deface, cover or remove such ownership identification.

7.02. Tax Benefits: Lessee acknowledges that unless otherwise agreed by Lessor, Lessor intends to claim all available tax benefits of ownership with respect to the Property (the "Tax Benefits"). Notwithstanding anything herein to the contrary, if Lessor shall not be entitled to, or shall be subject to recapture of, the Tax Benefits, as a result of any act, omission or misrepresentation of Lessee, Lessee shall pay to Lessor upon demand an amount or amounts sufficient to reimburse Lessor for such loss, together with any related interest and penalties to the extent permitted by applicable law, based on the highest marginal corporate income tax rate prevailing during the Lease Term, regardless of whether Lessor or any member of a consolidated group of which Lessor is also a member is then subject to any increase in tax as a Lease Term, regardless.

7.03 Personal Property. The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

7.04 Financing, Security Interest:

- (a) In the event that this Lease is deemed to constitute a secured transaction disguised as a lease, Lessee grants to Lessor a first priority security interest in the Property and any additions (excluding any software, memory and any other such items purchased separately from the leased equipment), attachments, upgrades, accessions, repairs, modifications, replacements thereto and proceeds thereof, including insurance proceeds, to secure Lessee's payment of the Rental Payments and all other payment obligations when due, and Lessee's performance of all of the terms and conditions of this Lease.
- (b) If under applicable law any part of the Rental Payments are deemed or determined to be imputed interest, finance charges or time-price differential ("Interest"), the parties agree that the Rental Payments shall be deemed to be level payments of principal and Interest, with such Interest accruing on principal amounts outstanding from time to time. The rate of such Interest is not intended to exceed the maximum amount of interest permitted by applicable law. If the Interest exceeds such maximum, then at Lessor's option, if permitted by law, the Interest payable will be reduced to the legally permitted maximum amount of interest, and any excessive Interest will be used to reduce the principal amount of Lessee's obligation or refunded.

7.05 Lessee's Waivers. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE (A) WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE AND (B) ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE TO RECOVER INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM LESSOR FOR ANY BREACH OF WARRANTY OR FOR ANY OTHER REASON OR TO SETOFF OR DEDUCT ALL OR ANY PART OF ANY CLAIMED DAMAGES RESULTING FROM LESSOR'S DEFAULT, IF ANY, UNDER THIS LEASE PROVIDED, HOWEVER, THAT NO SUCH WAIVER SHALL PRECLUDE LESSEE FROM ASSERTING ANY SUCH CLAIM AGAINST LESSOR IN A SEPARATE CAUSE OF ACTION INCLUDING, WITHOUT LIMITATION, ANY CLAIM ARISING AS A RESULT OF LESSOR'S BREACH OF SECTION 5.01 HEREOF.

ARTICLE VIII

8.01 Maintenance of Property by Lessee. Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.

8.02 Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The Lessee's Rental Payments shall include all applicable taxes. To the extent permitted by applicable law, Lessee shall indemnify and hold Lessor harmless from and against (on an after-tax basis) any and all taxes, fees, withholdings, levies, imposts, duties, assessments and charges of any kind and nature arising out of or related to this Agreement imposed upon or against Lessor, any assignee of Lessor, Lessee or any Property by any Governmental Authority with respect to any Property or the manufacturing, ordering, sale, purchase, shipment, delivery, acceptance or rejection, ownership, titling, registration, leasing, subleasing, possession, use, operation, removal, return or other disposition thereof or upon the rents, receipts or earnings arising therefrom or upon or with respect to this Agreement, excepting only all Federal, state and local taxes on or measured by Lessor's net income (other than income tax resulting from making any alterations, improvements, modifications, additions, upgrades, attachments, replacements or substitutions by Lessee).

8.03 Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the replacement value of the Property, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above, subject to the approval of Lessor.

8.04 Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the Property Schedule for which the Property is under and shall be due and payable on the next Rental Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor.

ARTICLE IX

9.01 Damage or Destruction. Lessee shall bear the entire risk of loss (including without limitation, theft, destruction, disappearance of or damage to any and all Property ("Loss") from any cause whatsoever), whether or not insured against, during the Lease Term and any extensions thereof until the Property is returned to Lessor in accordance with Section 11.03 hereof. No Loss shall relieve Lessee of the obligation to pay Rental Payments or of any other obligation under this Master Agreement and the applicable Property Schedule. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the

Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any claim satisfied through self-insurance, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property. In lieu of replacement, repair, restoration, modification or improvement of the Property, Lessee may elect to pay to Lessor, or its assign, an amount equal to the remaining balance of payments under the lease plus the Fair Market Value of the Property. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any claim satisfied through self-insurance, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

ARTICLE X

10.01 Disclaimer of Warranties. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, PROPERTY OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Supplier based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Supplier nor any sales representative or other agent of Supplier, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

10.02 Supplier's Warranties. During the Lease Term, Lessor hereby assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Supplier. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Supplier of the Property, as defined in the Purchase Agreement, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Supplier of the Property.

10.03 Use of the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

10.04 Modifications. Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, (except software memory and any other such items purchased separately from the leased equipment) modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

ARTICLE XI

11.01 Extension Terms. So long as no Default or Event of Default shall have occurred and be continuing and Lessee shall have given Lessor at least ninety (90) days but not more than one hundred eighty (180) days prior written notice (the "Option Notice"), Lessee shall have the following extension options at the expiration of the Lease Term, or any Extension Term, to: (i) renew this Lease on a Monthly basis at the same Rental Payments payable at the expiration of the Lease Term; or (ii) return such Property to Lessor pursuant to, and in the condition required by, the Master Agreement. If Lessee fails to give Lessor the Option Notice, Lessee shall be deemed to have chosen option (i) above, If Lessee fails to deinstall, package, and make the Property available to Lessor at such time agreed upon by Lessee and Lessor, Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the agreed upon date of original return during which the Lessee fails to deliver possession.

11.02 Nature of Transaction; True Lease. (a) It is the express intent of the parties that all Property Schedules to this Agreement constitute true leases and not sale of Property. Title to the Property shall at all times remain in Lessor, and Lessee shall acquire no ownership, title, property, right, equity, or interest in the Property other than its leasehold interest solely as Lessee subject to all the terms and conditions hereof. To the extent that Article 2A ("Article 2A") of the Uniform Commercial Code ("UCC") applies to the characterization of a Property Schedule, the parties hereby agree that the Property Schedule is a "Finance Lease" as defined therein. Lessee acknowledges: (i) that Lessee has selected the "Supplier" (as defined in the UCC) and has directed Lessor to purchase the Property from the Supplier in connection with this Lease, and (ii) that Lessee has been informed in writing, before Lessee's execution of a Property Schedule, that Lessee is entitled under Article 2A to the promises and warranties, including those of any third party, provided to Lessor by the Supplier in connection with or as part of the Purchase Agreement, and that Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. The filing of UCC financing statements pursuant to Section 7.04 is precautionary and shall not be deemed to have any effect on the characterization of the Property Schedules. NOTWITHSTANDING THE FOREGOING, LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO.

(b) Notwithstanding the express intent of Lessor and Lessee that the Property Schedules constitute a true lease and not a sale of Property, should a court of competent jurisdiction determine that a Property Schedule is not a true lease, but rather one intended as security, then solely in that event and for the expressly limited purposes thereof, Lessee shall be deemed to have hereby granted Lessor a security interest in the Property and all accessions, substitutions and replacements thereto and therefor, and proceeds (cash and non-cash), including, without limitation, insurance proceeds thereof (but without power of sale), to secure the prompt payment and performance as and when due of all obligations and indebtedness of Lessee, now existing or hereafter created, to Lessee pursuant to this Lease or otherwise. In furtherance of the foregoing, Lessee shall execute and deliver to Lessor, to be filed at Lessee's expense, Uniform Commercial Code financing statements, statements of amendment and statements of continuation as reasonably may be required by Lessor to perfect and maintain perfected such security interest.

(c) **Personal Property Tax.** Unless otherwise directed in writing by Lessor or required by applicable law, Lessee will not list itself as owner of any Property for property tax purposes. Upon receipt by Lessee of any property tax bill pertaining to such Property from the appropriate taxing authority, Lessee will promptly forward such property tax bill to Lessor.

11.03 Return of Property. Upon the expiration (subject to Section 11.01 hereof and except as otherwise provided in a Property Schedule) or earlier termination of this Lease due to an Event of Non-Appropriation, Lessee, at its sole expense, shall deinstall, package, and make available the Property to Lessor's carrier. Lessee agrees that the Property, when picked up by Lessor, shall be in the condition required by Section 8.01 hereof. All components of the Property shall contain no damage, excluding normal wear and tear, and must be in working order. If, any Property incurs any damage as a result of Lessee's failure to exercise appropriate care in the decommissioning of the Property as set forth above, Lessee agrees to pay within thirty (30) days of receiving invoice all costs and expenses incurred in connection with repairing such Property and restoring it so it is eligible for a manufacturer's standard, full service maintenance contract. If Lessee fails to return any Property as required hereunder, then, all of Lessee's obligations under this Master Agreement and the applicable Property Schedule (including, without limitation, Lessee's obligation to pay Rental Payments for such Property at the rental then applicable under the Property Schedule) shall continue in full force and effect until such Property shall have been returned in the condition required hereunder.

ARTICLE XII

12.01 Assignment by Lessor. Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor and, to the extent of their interest, by any Registered Owner, without the necessity of obtaining the consent of Lessee in connection with a sale, assignment or securitization of assets conducted in the ordinary courts of Lessor's internal treasury activities provided that such sale, assignment or securitization is conducted by or through an affiliated entity and does not materially change Lessee's duties or materially increase the burdens or risks imposed on Lessee; provided that in the case of any other assignment that (i) any assignment, other than an assignment to or by a Registered Owner, shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee, and (ii) any assignment to or by a Registered Owner shall not be effective until it is registered on the registration books kept by the Agent. Lessee shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all payments to the assignee or assignees designated in such register or, in the case of Registered Owners, to the Agent. In the event that Lessor's interest in a Property Schedule and the Property thereunder is assigned to the Agent, Lease Participation Certificates in that Property Schedule may be executed and delivered by the Agent to Registered Owners. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.

12.02 Property Schedules Separate Financings. Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.

12.03 Assignment and Subleasing by Lessee. NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.

12.04 Release and Indemnification Covenants. To the extent permitted by applicable law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death to any person; provided, however, that Lessee shall not be required to indemnify Lessor for Losses arising out of or resulting from Lessor's own willful or negligent conduct, or for Losses arising out of or resulting from Lessor's preparation of disclosure material relating to Lease Participation Certificates (other than disclosure material provided to Lessor by Lessee). The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Lease Term for such Property Schedule for any reason.

ARTICLE XIII

13.01 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Property Schedule:

- (a) Failure by Lessee to pay any Rental Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

- (d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Lessee contained in Article VI hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which in the Purchasing Agent's opinion are beyond the control of the contractor.

13.02 Remedies on Default. Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Without terminating the Property Schedule, and by written notice to Lessee, Lessor may require Lessee to immediately pay Lessor, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of the term plus, the present value of our anticipated residual value in the Products each discounted at the lesser of (1) the rate implicit in the Schedule, or (2) 4% per year, plus past due interest at the rate under applicable state statute, plus (ii) all other amounts due and to become due under this Master Lease and any Schedules;
- (b) (i) Sell any Property at public or private sale; (ii) hold, keep idle or lease to others any Property under the Property Schedule; (iii) by notice in writing to Lessee, cancel or terminate the Property Schedule, without prejudice to any other remedies hereunder; (iv) demand that Lessee, and Lessee shall, upon written demand of Lessor and at Lessee's expense forthwith deinstall, package, and make all Property available to Lessor in the manner and condition required by Section 11.03 hereof, provided, however, that Lessee shall remain and be liable to Lessor for any amounts provided for herein or other damages resulting from the Property not being in the condition required by Section 11.03, and otherwise in accordance with all of the provisions of this Agreement, except those provisions relating to periods of notice; (v) enter upon the premises of Lessee or other premises where any Property may be located and, with five (5) days notice to Lessee and with or without legal process, take possession of and remove all or any such Property without liability to Lessor by reason of such entry or taking possession, and without such action constituting a cancellation or termination of this Agreement unless Lessor notifies Lessee in writing to such effect;
- (c) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

13.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

13.04 Costs and Attorney Fees. To the extent permitted by applicable law, upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE XIV

14.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee (other than a Registered Owner) at its address as it appears on the registration books maintained by Lessee and to any Registered Owner at its address as it appears on the registration books maintained by the Agent.

14.02 Further Assurances. Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

14.03 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

14.04 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.05 Waiver of Jury Trials. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof. Lessor and Lessee agree that any trial shall be in the form of a bench trial.

14.06 Amendments, Changes and Modifications. This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of the applicable assignee or Agent, if any, shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

14.07 Execution in Counterparts. This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.08 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, unless otherwise agreed to in an individual Property Schedule.

14.09 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor:
By:
Name:
Title:

Lessee: Fairfax County, VA
By:
Name:
Title:

Attest:
By:
Name:
Title:

Property Schedule No. 1 Master Equipment Lease Agreement

This **Property Schedule No. 1** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Equipment Lease Agreement (the "Master Agreement"), dated as of _____, between _____ and _____

1. **Interpretation.** The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. **Commencement Date.** The Commencement Date for this Property Schedule is 30 days after Equipment is Accepted by Lessee.
3. **Property Description and Payment Schedule.** The Property subject to this Property Schedule is described in Exhibit 1 hereto. The Rental Payment Schedule for this Property Schedule is set forth in Exhibit 1. If the Rental Payment Dates are not defined in the Rental Payment Schedule, they shall be defined as the First day of each Month of the Rental Payment Schedule commencing with the first full month following the Acceptance Date.
4. **Opinion.** The Lessee's Purchasing Agent's Opinion is attached as Exhibit 2.
5. **Lessee's Certificate.** The Lessee's Certificate is attached as Exhibit 3.
6. **Proceeds.** Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 4.
7. **Acceptance Certificate.** The form of Acceptance Certificate is attached as Exhibit 5.
8. **Essential Use.** The Essential Use is attached as Exhibit 6.
9. **Expiration.** Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule all ancillary documents) are not received by Lessor at its place of business by _____.
10. **Notice.** Lessee is entitled under Article 2A of the Universal Commercial Code to the promises and warranties, including those of any third party, provided to Lessor by the Supplier in connection with or as part of the Purchase Agreement, and that Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. The filing of UCC financing statements pursuant to Section 7.05 of the Master Agreement is precautionary and shall not be deemed to have any effect on the characterization of this Property Schedule. NOTWITHSTANDING THE FOREGOING, LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO. SUPPLIER WARRANTIES CAN BE FOUND IN THE APPLICABLE PURCHASE AGREEMENT.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor:
By:
Name:
Title:

Lessee:
By:
Name:
Title:

Attest:
By
Name:
Title:

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 1** to Master Equipment Lease Agreement dated _____ between
_____ ("Lessor") and _____ ("Lessee").

The PROPERTY:

The Property as more fully described in **Exhibit A** incorporated herein by reference and attached hereto. The Property is detailed in _____. The Property costs .

PROPERTY LOCATION:

USE:

This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

INITIAL COMMENCEMENT
DATE:

LEASE TERM:

PAYMENT TYPE:

END OF TERM OPTION:

RENTAL PAYMENT:

RENTAL PAYMENT
SCHEDULE:

Lessee:
By:
Name:
Title:

EXHIBIT 2

Lessee's Purchasing Agent's Opinion

[To be provided on letterhead of Lessee's county.]

[Address to Lessor and Lessee]

RE: Property Schedule No. 1 to Master Equipment Lease Agreement between _____

Ladies and Gentlemen:

We have acted as special counsel to ("Lessee"), in connection with the Master Equipment Lease Agreement, dated as of _____ (the "Master Agreement"), between _____, as lessee, and _____, as lessor ("Lessor"), and the execution of Property Schedule No. 1 (the "Property Schedule") pursuant to the Master Equipment Lease Agreement. We have examined the Master Agreement, the Property Schedule, the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Equipment Lease Agreement and Property Schedule.

Based upon the foregoing examination and upon an examination of such other documents and matters of law as we have deemed necessary or appropriate, we are of the opinion that:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State.
2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.
3. The execution, delivery and performance of the Master Equipment Lease Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Equipment Lease Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state, local, and federal laws.
5. Lessee has acquired or has arranged for the use of the Property subject to the Property Schedule, and has entered into the Master Equipment Lease Agreement and the Property Schedule, in compliance with all applicable public bidding laws.
6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Equipment Lease Agreement and the Property Schedule.
7. The Master Equipment Lease Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Equipment Lease Agreement; (b) questioning the authority of Lessee to execute the Master Equipment Lease Agreement or the Property Schedule, or the validity of the Master Equipment Lease Agreement or the Property Schedule, or the payment of Rental Payments under the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Equipment Lease Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of the Master Equipment Lease Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

By: _____

Dated: _____

EXHIBIT 3

Lessee's Certificate

Re: Property Schedule No. 1 to Master Equipment Lease Agreement between _____ and _____.

The undersigned, being the duly elected, qualified and acting keeper of records for the _____ ("Lessee") do hereby certify, as of _____, 2010, as follows:

1. Lessee did by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Equipment Lease Agreement (the "Master Agreement") by the following named representative or representatives of Lessee, to wit:

NAME OF EXECUTING OFFICIAL	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
And / Or		

2. The above-named representative(s) of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Non-appropriation (as such terms is defined in the Master Equipment Lease Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Equipment Lease Agreement.

4. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

5. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Equipment Lease Agreement or the Property Schedule or of other agreements similar to the Master Equipment Lease Agreement; (b) questioning the authority of Lessee to execute the Master Equipment Lease Agreement or the Property Schedule, or the validity of the Master Equipment Lease Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Equipment Lease Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of the Master Equipment Lease Agreement and the Property Schedule.

By:
Title:
SIGNER MUST NOT BE THE SAME AS THE EXECUTING OFFICIAL(S) SHOWN ABOVE.

EXHIBIT 4

Payment of Proceeds Instructions

Lessor Name
Vendor Address
Vendor Address

Re: Property Schedule No. 1 (the "Property Schedule") to Master Equipment Lease Agreement between _____ ("Lessor") and _____ ("Lessee").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee, hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: _____

By check _____

By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to Bank Name: _____

Bank Address: _____

Bank Phone #: _____

For Account of: _____

Account No.: _____

ABA No.: _____

By: _____
Name: _____
Title: _____

EXHIBIT 5

Acceptance Certificate

Lessor Name
Vendor Address
Vendor Address

Re: **Property Schedule No. 1** to Master Equipment Lease Agreement between _____ and _____

Ladies and Gentlemen:

In accordance with the above-referenced Master Equipment Lease Agreement, the undersigned ("Lessee") hereby certifies and represents to, and agrees with, _____ ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or an Event of Non-appropriation (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date:
Lessee
By:
Name:
Title:

EXHIBIT 6

Essential Use

Lessee (Full Legal Name)	
Federal Tax ID #	
Street Address	
City, State, and Zip	
Dept. Using the Equipment	

Customer Contact		Invoices to be sent to:	
Title		Contact	
Phone and Fax No.		Department	
e-mail address		Street Address	
		City, State, and Zip	
Contract Signer		Phone and Fax No.	
Title		e-mail address	
Phone and Fax No.		Special Instructions	
e-mail address			

1. Equipment Description:

2. What is the purpose of the proposed equipment acquisition?

3. Why is the equipment essential?

4. What department is using the equipment?

5. Is the new equipment replacement, an upgrade or additional to the department?										
6. If replacement or upgrade, what is the age of the existing equipment?										
7. If you're upgrading existing equipment, is the existing equipment paid off?										
<table border="0"> <tr> <td>Source of funds for proposed payments:</td> <td>Fund Balance:</td> <td>Date of most recent Audited Financial Statement:</td> </tr> <tr> <td>General Fund _____</td> <td>\$ _____</td> <td></td> </tr> <tr> <td>Other (provide detail) _____</td> <td>As of _____</td> <td>Fiscal Year End:</td> </tr> </table>	Source of funds for proposed payments:	Fund Balance:	Date of most recent Audited Financial Statement:	General Fund _____	\$ _____		Other (provide detail) _____	As of _____	Fiscal Year End:	
Source of funds for proposed payments:	Fund Balance:	Date of most recent Audited Financial Statement:								
General Fund _____	\$ _____									
Other (provide detail) _____	As of _____	Fiscal Year End:								
8. Have funds been appropriated for the payments due on the proposed financing during the current budgetary period?										
9. Will any loan or grant monies be directly used to make the payments?										
If so provide detail.										
10. Have you ever defaulted or non-appropriated on a lease or bond obligation?										

General Liability Insurance Coverage limits in the amount of \$1 Million is required. If applicable, automobile liability coverage of \$3 million required.

Self Insured? _____ General Liability Coverage Limits: \$ _____ **Is the lessee a member of a managed risk pool? _____ If yes please provide the name and coverage amounts below.**

If the lessee has additional commercial insurance coverage please provide coverage limits.

Submitted by (Name):		Title:	
Signature:		Date:	

So that we may begin our credit review process, please fax this **application**, along with your **equipment quote** (bill of materials) and the signed **financing proposal**, to (703) 502-2991 or via email to andy.sabonis@gst.com

Please mail the 2 most recent copies of your Audited Annual Financial Statements, plus a copy of this year's budget, to:

Linda Terrizzi
 GSTSI Financial Services
 2553 Dulles View Drive, Suite 100
 Herndon, VA 20171-5219

Please note that we do require the copies of your audited annual financial statements in order to process your request.

Request for Certificate of Insurance

TO:

Insurance Company: _____

Contact Name: _____

Telephone Number: _____

Fax Number: _____

FROM:

Customer/Lessee Name:

Contact Name:

Telephone Number: «WorkPhone»

Fax Number:

_____ is in the process of financing certain Property from _____. In order to facilitate this transaction, **please provide a Certificate of Insurance to:**

_____ requests that _____ be listed as: _____ and named ADDITIONAL INSURED as to public liability coverage and SOLE LOSS PAYEE as to property coverage . A copy of said certificate should be forwarded to _____ as described below.

NOTE: Coverage is to include (1) insurance against all risks of physical loss or damage to the Property (including theft and collision for Property consisting of motor vehicles) and (2) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage. In addition, _____ is to receive 30 days prior written notice of cancellation or material change in coverage.

Please fax this completed information to:

Attention:
Fax Number:
Phone Number:

Please contact the person above if you have any questions. Thank you!

Schedule 1

SECURED PARTY: _____

DEBTOR:

This financing statement covers all of Lessee's right, title and interest, now owned or hereafter acquired, in and to the following described Equipment, leased to Debtor under Property Schedule No. 1 dated _____, 2010 to that certain Master Equipment Lease Agreement dated as of _____, in each case between Debtor, as lessee, and Secured Party, as lessor, together with any and all (1) substitutions, replacements or exchanges therefor, (2) replacement parts, additions, attachments and accessories incorporated therein or affixed thereto, or used in connection therewith, and (3) proceeds thereof (both cash and non-cash), including insurance proceeds, (but without power of sale by Debtor), and also including, without limitation, claims of the Debtor against third parties for loss or damage to, or destruction of, such Equipment:

All equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment during the term of this lease.

THIS FINANCING STATEMENT IS FILED SOLELY FOR NOTICE AND PRECAUTIONARY PURPOSES AND THE FILING HEREOF SHALL NOT BE DEEMED EVIDENCE OF ANY INTENTION OF THE PARTIES TO CREATE A SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE OR TO ENTER INTO ANY TRANSACTION OTHER THAN A TRUE LEASE TRANSACTION.

Exhibit A



County of Fairfax, Virginia

AMENDMENT

Date: **JAN 25 2013**

AMENDMENT NO. 4

CONTRACT TITLE: Technology Products/Equipment and Technology Services/Solutions

CONTRACTOR

Insight Public Sector
444 Scott Drive
Bloomington, IL 60108

VENDOR CODE

B363949000 04

CONTRACT NO.

RQ09-997736-42B

By mutual agreement, the above contract is hereby amended as follows:

1. The contract information is changed and renumbered as summarizes below:

	Original Contract Information	New Contract Information
Vendor Code:	B363949000 04	1000000125
Contract No:	RQ09-997736-42B	4400001195

2. To renew the contract for one (1) year through April 30, 2014.

All other prices, terms and conditions remain the same.

ACCEPTANCE:

BY: _____

(Signature)

CEO _____

(Title)

Kenneth Lamneck

(Printed)

1-10-13

(Date)

Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION

Dept. of Finance – Accounts Payable/e
DIT– Afsaneh Tibbs/e
DIT – Mike Daily/e
DIT – Arnold Platt/e
Park Authority – Purchasing Section/e

Contractor
Contract Specialist – T. Stewart
ACS, Team 1 – J. Waysome -Tomlin
DAHS (Suite 738) – Purchasing Section/e
FCPS/OPS – Michelle Hoilman/e

Department of Purchasing & Supply Management

12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3228



County of Fairfax, Virginia

AMENDMENT

Date: **SEP 13 2011**

AMENDMENT NO. 3

CONTRACT TITLE: Technology Products/Equipment and Technology Services/Solutions

CONTRACTOR

Insight Public Sector
444 Scott Drive
Bloomington, IL 60108

VENDOR CODE

B363949000 04

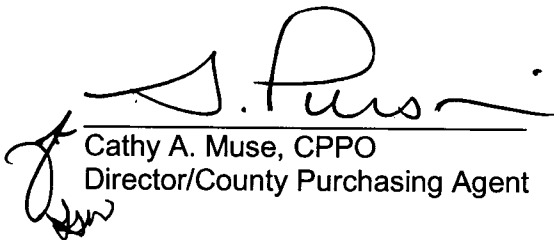
CONTRACT NO.

RQ09-997736-42B

By mutual agreement, effective immediately, Contract RQ09-997736-42B is hereby amended to add the following labor categories and rates:

ITEM NO.	DESCRIPTION	UOM	UNIT PRICE
Section B Technology Services/Solutions			
LABOR CATEGORIES			
19	SAP Senior Enterprise Architect	HR	\$185.07
20	SAP Senior Systems Engineer	HR	\$148.53

All other prices, terms, and conditions remain the same.


Cathy A. Muse, CPPO
Director/County Purchasing Agent

Steve Pierson, CPPB, VCO
Contracts Manager

DISTRIBUTION

Finance – Accounts Payable/e
DIT, Contracts – Mike Daily
DAHS – Mary Walker
FCPD – Andrea Moss
FCPS/DIT (Woodson) – Jean Hartman

Contractor
Contract Specialist – T. Stewart
ACS, Team 1 – J. Waysome
FRD – Christina Fisher
FCPS/OPS – Michelle Hoilman

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3228



County of Fairfax, Virginia

AMENDMENT

Date: **AUG 16 2010**

AMENDMENT NO. 2

CONTRACT TITLE: Technology Products/Equipment and Technology Services/Solutions

CONTRACTOR
Insight Public Sector
444 Scott Drive
Bloomington, IL 60108

VENDOR CODE
B363949000 04

CONTRACT NO.
RQ09-997736-42B

By mutual agreement, effective immediately, Contract RQ09-997736-42B is hereby amended to add the following labor categories.

ITEM NO.	DESCRIPTION	UOM	UNIT PRICE
Section B Technology Services/Solutions			
LABOR CATEGORIES			
17	SQL Administrator	HR	\$77.00
18	Manager, Field Engineering	HR	\$115.50

All other prices, terms, and conditions remain the same.

Patricia Innocenti
for Cathy A. Muse, CPPO
Director/County Purchasing Agent
CM

DISTRIBUTION

Finance – Accounts Payable/e
DIT – Contracts
DAHS – Mary Walker
FCPD – Andrea Moss
FCPS/Facilities – Lee Ann Pender
FCPS/DIT (Woodson) – Jean Hartman
HCD / Financial Mgmt – Casey Sheehan

Contractor
Contract Specialist - TLS
ACS, Team 1 – J. Waysome
FRD – Christina Fisher
Park Authority – Contracts
FCPS/OPS – Shelly Hollowell
FCPS/Facilities Mgmt – Charles Compton

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm
Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3228

8/17/10
BB



County of Fairfax, Virginia

AMENDMENT

NOV 17 2009

AMENDMENT NO. 1

CONTRACT TITLE: Technology Products/Equipment and Technology Services/Solutions

CONTRACTOR
Insight Public Sector
444 Scott Drive
Bloomington, IL 60108

VENDOR CODE
B363949000-04

CONTRACT NO.
RQ09-997736-42B

By mutual agreement, effective immediately, Contract RQ09-997736-42B is amended to incorporate the attached American Recovery and Reinvestment Act (ARRA), reference Attachment I.

The contractor hereby acknowledges that they have accepted the terms, conditions, and reporting requirements of the ARRA and is eligible to fulfill ARRA orders for the County of Fairfax, Virginia. This amendment shall only apply to orders placed by the County of Fairfax, Virginia under this Contract. This amendment shall not apply to any orders against this Contract that are placed utilizing the U.S. Communities connection to this Contract.

All other prices, terms, and conditions remain the same.


ACCEPTANCE:

BY: 
(Signature)

11/16/2009
(Date)

STEVE SIBON
(Printed)

VICE PRESIDENT
(Title)

for 
Cathy A. Muse, CPPO
Director/County Purchasing Agent
BGC

DISTRIBUTION:

- Finance – Accounts Payable \ e
- DIT – Contracts – Mike Daily
- Facilities Management – James Campbell
- HCD / Financial Management – Kevin (Casey) Sheehan
- FCPS / Facilities Services Design and Construction – Lee Ann Pender
- Assistant Buyer/ Team 4 – HP
- Contractor
- Contract Specialist – TLS

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228

11-18-09
DNL

**COUNTY OF FAIRFAX
ARRA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS**

August 27, 2009 (revised)

If this contract or grant involves the use of funds from the federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("Recovery Act"), the following terms and conditions apply. As used in this Section, "Contractor/Grantee" means the contractor or grantee receiving Recovery Act funds from the County of Fairfax ("County") under this agreement.

- 1. The Contractor/Grantee specifically agrees to comply with each of the terms and conditions contained herein.*
- 2. Contractor/Grantee understands and acknowledges that the federal stimulus funding process is still evolving and that new requirements for Recovery Act compliance may still be forthcoming from federal government and the County of Fairfax. Accordingly, Contractor/Grantee specifically agrees that both it and subcontractors/subgrantees will comply with all such requirements during the contract period.*

DUNS NUMBER

All contractors are required to provide the County with their unique Dun & Bradstreet Data Universal numbering System D-U-N-S® number prior to award.

CONFLICTING REQUIREMENTS

Contractor/Grantee agrees that, to the extent Recovery Act requirements conflict with County of Fairfax requirements, the Recovery Act requirements shall control.

FALSE CLAIMS ACT Contractor/Grantee agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has submitted a claim under the federal False Claims Act, as amended, 31 U.S.C. §§3729-3733, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

COUNTY OF FAIRFAX
ARRA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS
August 27, 2009 (revised)

ENFORCEABILITY

Contractor/Grantee agrees that if Contractor/Grantee or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of Recovery Act funds, the County of Fairfax may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the County of Fairfax under all applicable state and federal laws.

INSPECTION OF RECORDS

Contractor/Grantee agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the federal Inspector General Act of 1978, as amended, 5 U.S. App. §§3 and 8(g), or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, any activities funded with funds appropriated or otherwise made available by the Recovery Act; and (2) interview any officer or employee of Contractor/Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the Recovery Act.

JOB POSTING REQUIREMENTS

Section 1512 of the Recovery Act requires states receiving stimulus funds to report on jobs created and retained as a result of the stimulus funds. Contractors/Grantees who receive Recovery Act funded contracts are required to provide the County an estimate of the number of new positions created and filled, positions retained, or previously existing unfilled positions that are filled or retained as the result of the contract.

PROHIBITION ON USE OF RECOVERY ACT FUNDS

Contractor/Grantee agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

REPORTING REQUIREMENTS

Pursuant to Section 1512 of Title XV of the Recovery Act, County departments receiving Recovery Act funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. Accordingly, the contractor agrees to provide the County with such information, no later than five (5) calendar days after the end of each calendar quarter, as is required by the County to comply with ARRA reporting requirements. Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the Recovery Act, are pending review by the federal government, and were published in the Federal Register, 74 Federal Register, 14824 (April 1, 2009), and are to be provided online at www.FederalReporting.gov. The contractor must provide any other information reasonably requested by the County or required by state or federal law or regulation.

COUNTY OF FAIRFAX
ARRA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS
August 27, 2009 (revised)

SUBCONTRACTOR REQUIREMENTS

Contractor/Grantee agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the Recovery Act.

WAGE REQUIREMENTS

Contractor/Grantee agrees that, in accordance with Section 1606 of Title XVI of the Recovery Act, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the Recovery Act, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the Commonwealth of Virginia are located at: <http://www.gpo.gov/davisbacon/va.html>

WHISTLEBLOWER PROTECTION

Contractor/Grantee agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the Recovery Act, which prohibits all non-federal Contractor/Grantees of Recovery Act funds, including the County of Fairfax, and all contractors and grantees of the County of Fairfax, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds; (4) an abuse of authority related to implementation or use of Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds. In addition, Contractor/Grantee agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of the Recovery Act.



County of Fairfax, Virginia

NOTICE OF AWARD

NATIONAL AWARD

CONTRACT TITLE: Technology Products/Equipment and Technology Services/Solutions

CONTRACT NUMBER: RQ09-997736-42B

COMMODITY CODE: 3573, 3577, 3661, 3863, 7372

CONTRACT PERIOD: May 1, 2009 through April 30, 2013

RENEWALS: Three (1) one-year periods or any combination

SUPERSEDES CONTRACT: RQ03-605674-16A

CONTRACTOR: VENDOR CODE:

Contract Number: RQ09-997736-42B

Insight Public Sector, Inc.
444 Scott Drive
Bloomington, IL 60108

B363949000-04

Contact: Todd Sebring
Telephone: 800-546-0578
Fax: 800-846-2528
E-mail: uscommunities@insight.com

Section(s) and Category(s) Awarded:

Section A Technology Products/Equipment and Section B Technology Services/Solutions, Categories A – R

Section A Technology Products/Equipment

The technology products/equipment include but are not limited to the following: Personal Computers (desktop and laptop), Monitors, Servers, Scanners, Printers, Software, Networking, PDA's, Handhelds, Projectors, Memory, Storage, Cabling, Computer accessories, Computer Components & Power Protection.

Section B Technology Services/Solutions Categories A - R

Technology Services/Solutions related to the design, use and/or operation of the products being purchased such as: Systems Configuration, Testing, Software Copying, Hardware/Software Installation, Upgrades and/or Maintenance, System Integration, Network Integration, Lifecycle Solutions and other services and solutions. This award offers a wide range of technical, professional, and financial Services/Solutions to meet the needs of the Participating Public Agencies. Specific requirements will be developed on a task order basis, could include, but is not limited to Services/Solutions identified in Categories A – R of the RFP.

TERMS: Net 30 Days

FOB: Destination

PRICING:

ITEM NO.	DESCRIPTION	UOM	UNIT PRICE
Section A Technology Products/Equipment & Section B Technology Services/ Solutions			
1	Due to the various discounts associated with the multiple manufacturers, the products will be broken into categories for each manufacturer available under the contract. Contractor will update and maintain the categorized price list and associated manufacturer discounts. The categorized price list as well as labor rates may be obtained by going to www.ips.insight.com/uscommunities		

DPSM CONTACT: Teena L. Stewart, CPPB, Contract Specialist
Telephone: 703-324-3227
Fax: 703-324-3228
E-mail: teena.stewart@fairfaxcounty.gov



Teena L. Stewart, CPPB
Contract Specialist II, Team 4



**COMPETITIVE SOLICITATION
BY COUNTY OF FAIRFAX, VIRGINIA
FOR**

**Technology Products/Equipment and Technology Services/Solutions
ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES
AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES
GOVERNMENT PURCHASING ALLIANCE**

RFP/ITB # 09-997736-42

Response Due: November 18, 2008

PRE-PROPOSAL CONFERENCE

RFP09-997736-42

An OPTIONAL pre-proposal conference will be held on November 3, 2008, at 1:00 PM at the Fairfax County Government Center, 12000 Government Center Parkway, Room 120C, Fairfax, Virginia 22035. All offerors are urged to attend.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

All questions pertaining to this RFP should be submitted in writing to the contract administrator Teena L. Stewart at dpsmteam4@fairfaxcounty.gov prior to the pre-proposal conference.



FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT

12000 GOVERNMENT CENTER PARKWAY, SUITE 427
FAIRFAX, VIRGINIA 22035-0013

www.fairfaxcounty.gov/dpsm

VIRGINIA

TELEPHONE: (703) 324-3201 FAX: (703) 324-3228 TTY: 1-800-828-1140

ISSUE DATE: October 15, 2008	REQUEST FOR PROPOSAL NUMBER: RFP09-997736-42	FOR: Technology Products/Equipment and Technology Services/Solutions
DEPARTMENT: Department of Information Technology	DATE/TIME OF CLOSING: November 18, 2008 / 2:00 PM	CONTRACT ADMINISTRATOR: Teena L. Stewart / 703-324-3227 or; teena.stewart@fairfaxcounty.gov

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

Note: Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No. (Sole
Proprietor)

Prompt Payment Discount: ___% for payment within ___ days/net ___ days

Fairfax Business Prof. & Occupational
Licensing (BPOL) Tax No.

By signing this bid, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A.

BUSINESS CLASSIFICATION – CHECK ONE: LARGE SMALL **Described in Appendix B**

CHECK ONE: MINORITY-OWNED WOMEN-OWNED **Described in Appendix B**

CHECK ONE: INDIVIDUAL PARTNERSHIP CORPORATION
State in which Incorporated: _____

Vendor Legally Authorized
Signature

Date

Print Name and Title

Secretary

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



INTRODUCTION AND BACKGROUND

1. LEAD PUBLIC AGENCY MASTER AGREEMENT

MASTER AGREEMENT

Fairfax County, Virginia (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of **Technology Products/Equipment and Technology Services/Solutions** (herein "Products and Services/Solutions"). Offerors responses will be evaluated in two (2) sections: Section A: Technology Products / Equipment and Section B Technology Services/Solutions. The resulting contract may be awarded to a single offeror or multiple offerors for the products and/or Services/Solutions indicated herein. The intent of this solicitation is to provide Participating Public Agencies a vehicle to purchase **Technology Products/Equipment and Technology Services/Solutions** to meet the Participating Public Agencies IT needs. Offerors may submit a response for Section A Technology Products/Equipment, Section B Technology Services/Solutions or Sections A and B combined (ref. paragraph 18). Definitions of Products/Equipment and/or Services/Solutions may be found in Section 3 below.

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY.

2. OBJECTIVES

- A. Provide a comprehensive competitively solicited Master Agreement offering Technology Products and Services/Solutions to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- F. Provide Participating Public Agencies with environmentally responsible Products and Services/Solutions.

3. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES/SOLUTIONS

Section A

Technology Products/Equipment

The Technology Products/Equipment should include but are not limited to the following: Personal Computers (desktop and laptop), Monitors, Servers, Scanners, Printers, Software, networking, PDA's, Projectors, Memory, Cabling, Computer accessories, Computer Components, Power Protection, and Servers.

Section B

INTRODUCTION AND BACKGROUND continued**Technology Services/Solutions**

Services/Solutions related to the design, use or operation of the products being purchased such as: Systems Configuration; Testing; Software Copying; Hardware/Software Installation; Upgrades and/or Maintenance; System Integration, Network Integration, and other Services and Solutions. The successful offeror(s) should offer a wide range of technical, professional, and financial Services/Solutions to meet the needs of the Participating Public Agencies. Specific requirements will be developed on a task order basis, could include, but is not limited to Services/Solutions such as:

A. Infrastructure Capabilities

- Data Center
 - Server, storage and power & cooling design and implementation
 - Server, storage and application virtualization
 - Fault, configuration and performance management
- Network
 - Core, wide area network (WAN) and edge network design and implementation
 - Wireless
 - Fault, configuration and performance management

B. Unified Security Capabilities

- Physical Security
 - Video Surveillance
 - Access Control
 - Fire / Smoke Alarm
 - Intrusion Detection
 - Video Analytics
- Asset Management
 - RFID
 - Inventory management
 - Asset tagging
- IT Security
 - Endpoint
 - Information Assurance
 - Network
 - Storage
 - Identity Management

C. Communications Capabilities

- Unified Communications, including VOIP / telephony, unified messaging, conferencing and collaboration and presence awareness
- Interoperability

D. Enterprise Content Management/Imaging Capabilities

- Document imaging
- Search and discovery
- Mobile Evidence Capture

INTRODUCTION AND BACKGROUND continued

- E. Enterprise-wide Imaging:
- Full suite of imaging, workflow, document management and records management solutions.
 - Solution built with open APIs and web services to provide for ease of integration with third party products.
 - Capture virtually all document types including paper, faxes, email, word-processed documents, spreadsheets, HTML, XML, audio/video clips and other.
 - Integrated solutions for automatic processing including images cleanup, automated indexing/OCR, automated redaction, barcode recognition, as well as functionality including markups and version control.
- F. Conversion
- Conversion of physical media to digital media.
 - Ability to convert a variety of media types and sizes including microfilm, microfiche, aperture cards, paper, books and other.
 - Ability to convert media to a variety of document types.
 - Automatic image quality enhancement and manual enhancement techniques.
- G. Indexing
- Keying of information.
 - Workflow and software solution to handle virtually any volume and any number of fields.
 - Day-forward and backfile solutions.
 - Multiple levels of quality assurance and verification (e.g., double key verify).
 - Integration of automatic indexing technologies.
- H. Micrographics
- Certified Full Service Laboratory.
 - Ability to provide full service solution in a single entity including creation, development, duplication, processing and inventory and inspection services.
 - Most localities require the use of Archival Microfilm as their secure backup.
 - Ability to provide micrographic media from source (original media) or digital images.
 - OSHA compliant laboratory and development rooms.
- I. Long Term Storage & Retrieval
- Secure, certified storage and retrieval services meeting ANSI standards.
 - Multiple levels of service for most providers including secure warehouse storage.
 - 24x7 On Demand services for fast, efficient access to records.
 - Ability to provide dry fire suppression systems and security.
- J. E-Commerce Services
- Ability to accept secure credit card payments integrated into or as a separate service.
 - Remote, hosted service for all credit card transactions.
 - Administration application to allows users to make changes to their own accounts (change credit card number, password, address, etc.).
 - Management application to allow site administrator to easily activate/disable user accounts.
 - Service should include ability to accept a variety of payments, merchant interface, ability to manage transactions, configure accounts, review account activity, prevent fraud, risk management, receive payments quickly, fraud protection and free help.

INTRODUCTION AND BACKGROUND continued**K. Redaction Services**

- Automated workflow process to assist in the human, manual redaction of images.
- Workflow to support human, manual quality assurance of images for edit, deletion or approval.
- Audit capabilities provide for real time reporting, users statistics and processing.
- Robust software workflow to support an unlimited number of images, but also resources in place to appropriately ramp up for time sensitive projects.

L. Integrated Land Information System:

- Integrated solution to process land/real property records from cradle to grave – automating all functions within a land records office.
- Integrated application to electronically capture all aspects of processing including cashiering, imaging, indexing/verification, public inquiry, reporting, auto-redaction, auto-indexing, Internet and eFiling/eRecording capabilities.
- Solution to provide ease of access to the public record both locally and remotely.

M. Court Management System:

- An architecture application that is configurable, secure, auditable, and is table-driven and modifiable by authorized users;
- A fully integrated Case Management System that is web based person-centric solution ... an end-to-end solution;
- A solution that can be fully integrated with external agencies, such as law enforcement;
- A robust, feature rich application which incorporates the functions defined by the National Center for State Courts, and additionally includes Full Document Management, including Workflow and Imaging, Full Accounting Software which includes full General Ledger and is GAAP and GASB34 complainant, Intelligent Event Management, Full In-Court Processing, and Fully Integrated Forms Generation and Word Processing, all without the use of a third-party product.

N. Auto-Redaction:

- Modern solution utilizing state-of-the-art technology to automatically redact without human intervention specific required information from a document or image (e.g., SSN).
- Provides for modern technology to assist in ease of integration to most document image processing systems.
- Provides a process for “burning” document images for permanent redaction or “layered” solutions for removable redactions.

O. Disaster Backup & Recovery:

- Multiple Services levels from simple backup to real-time full mirroring and backup for 24 hour recovery.
- Data Synchronization Software for old, new and changed data.
- Secure location with redundant power supplies.
- State-of-the-art security, fire protection and redundancy solutions.

P. Integrated Vitals System

- Integrated solution to process vital records including birth, death and marriage from cradle to grave.
- Integrated ability to support all supporting documentation such as amendments.
- Full audit capabilities.
- Secure solution to protect vital, private information from public view.

INTRODUCTION AND BACKGROUND continued**Q. Web Hosting**

- Secure remote access without the hassles of having to purchase, upgrade or maintain anything.
- Redundant hardware solutions to guarantee uptime, provide virus protection, and unlimited disk space options.
- Disaster recovery service capabilities.
- Synchronization options that can be customized for each locality.
- Seamless integration with e-Commerce solutions.
- Custom interface capabilities.

R. Other Services/Solutions

- Services/Solutions other than listed in A through Q above may be proposed by Offerors.

Throughout the life of this contract, the successful Offeror(s) will maintain expertise, resources and capabilities to:

- Provide commercial hardware, software, peripherals and accessories as ordered under the task order;
- Perform consulting, assessment, design, integration, installation, and managed Services/Solutions at the task order level;
- Perform a wide range of professional, technical support and engineering Services/Solutions to support the mission and objectives of Fairfax County and Participating Public agencies as authorized buyers of this contract;
- Provide maintenance support Services/Solutions;
- Provide ancillary support (logistics support, etc.) relating to provisions of the above-listed products and Services/Solutions;
- Provide project management support for each deliverable under the contract; and
- Provide project-specific and overall contract performance reporting, as required herein.

U.S. COMMUNITIES**4. U.S. COMMUNITIES**

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") is a non-profit "instrumentality" of government that assists Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and Services/Solutions by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

National Sponsors

U.S. Communities is jointly sponsored by the National Institute of Governmental Purchasing (NIGP), the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials, International (ASBO) and the United States Conference of Mayors (USCM) (herein "National Sponsors").

Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

INTRODUCTION AND BACKGROUND continued

Each Advisory Board Member is expected to actively participate in product bids and selection, participate in policy direction, and share expertise and purchasing innovations.

Agency

City of Charlotte/Mecklenburg, NC

City of Los Angeles, CA

Cobb County, GA

Dallas County, TX

Davis Joint Unified Schools, CA

City and County of Denver, CO

Detroit Public Schools, MI

Fairfax County, VA

Harford County Public Schools, MD

Hennepin County, MN

North Carolina State University, NC

Agency

Hillsborough Schools, FL

City of Houston, TX

Los Angeles County, CA

Maricopa County, AZ

Miami-Dade County/Public Health Trust, FL

City of San Antonio, TX

San Diego Unified School District, CA

City of Seattle, WA

Wichita Public Schools, KS

Great Valley School District, PA

Emory University

Participating Public Agencies

Today more than 32,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.3 billion in products and Services/Solutions annually. Each month more than 400 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must deal directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

Fairfax County, Virginia is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Public Agency resides. A copy of the MICPA is attached as Attachment I.

Estimated Volume

The estimated dollar volume of Products/Equipment and Services/Solutions purchased under the proposed Master Agreement is \$200 Million annually. The estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products to be purchased under the proposed Master Agreement, County of Fairfax, Virginia and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2008 is estimated to purchase more than \$125 million of products and Services/Solutions from existing U.S. Communities contracts.

Marketing Support

INTRODUCTION AND BACKGROUND continued

U. S. Communities provides marketing support for Supplier's products through the following:

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, national publications, annual meetings and a network of K-12, City, County, Higher Education and State Associations.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

Multiple Awards

Multiple awards may be made as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

Evaluation of Proposals

Proposals will be evaluated by the Lead Public Agency in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern its procurement practices which may be found at <http://www.fairfaxcounty.gov/dpsm/regs.htm>

U.S. Communities Advisory Board members will assist the Lead Public Agency in evaluating proposals. The offeror or offerors that respond affirmatively meet the qualifications contained in this RFP, and offer the best value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

SUPPLIER QUALIFICATIONS

5. SUPPLIERS

Commitments

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities asks each Supplier to make the commitments set forth below to ensure Supplier is providing the highest level of public benefit to Participating Public Agencies:

Each Supplier is required to make four commitments to insure the overall success of the national program. These commitments are incorporated into the U.S. Communities Administration Agreement:

A. Corporate – A commitment that U.S. Communities is actively supported by Supplier’s senior executive management with a focus on the following:

- **U.S. Communities will be the Supplier’s primary offering to states, local governments, school districts, and higher education institutions in the United States of America; and other government agencies and nonprofit organizations herein collectively all known as “Participating Public Agencies”.**
- **A commitment that Supplier shall make all existing Participating Public Agencies that do business with the Supplier aware of the value and pricing benefits of the U.S. Communities contract.**
- **Upon authorization by the Participating Public Agency transition such Participating Public Agencies to the Supplier’s U.S. Communities contract.**

B. Pricing – A commitment that Supplier’s U.S. Communities contract pricing is the lowest available pricing (net to buyer) to Participating Public Agencies. If a Participating Public Agency is otherwise eligible for lower pricing through any other Supplier contract, the Supplier will match the pricing under U.S. Communities.

C. Economy - A commitment that the supplier will demonstrate the pricing advantage of U.S. Communities over alternative competitive solicitation pricing and will proactively offer U.S. Communities as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

D. Sales – A commitment that the Supplier will market U.S. Communities throughout the United States through a Supplier sales force or dealer network that is properly trained, engaged and committed to offering U.S. Communities as Supplier’s primary offering to Participating Public Agencies.

Program Standards

U.S. Communities recognizes that each Supplier has a successful business model, and may choose to manage the U.S. Communities program in a variety of ways that best suit the Supplier’s organization and market approach.

The following are Program Standards intended to assist the Supplier in successfully implementing the U.S. Communities contract:

U.S. Communities Administration Agreement - The Supplier is required to execute the U.S.

SUPPLIER QUALIFICATIONS continued

Communities Administration Agreement (attached hereto as Attachment II) prior to the award of the U.S. Communities contract. The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

The executed U.S. Communities Administrative Agreement found in Attachment II, is required to be submitted with the offerors Technical Proposal response, without exception or alteration. Failure to do so will result in disqualification.

National Account Management Team – The Supplier shall provide a National Account Manager with the authority and responsibility for the overall success of the U.S. Communities contract within the Supplier's organization. The Supplier shall also designate a Lead Referral Contact Person, responsible for receiving communications from U.S. Communities concerning new public agency registrations and for ensuring timely follow up by the Supplier's staff to requests for contact from public agencies. Additionally, the Supplier shall provide the personnel necessary to implement and support a Supplier-based internet web page dedicated to the Supplier's U.S. Communities program and linked to the U.S. Communities website.

Participating Public Agency Access - Establish the following communication links to facilitate customer access and communication:

- A dedicated U.S. Communities internet web-based homepage with:
 - U.S. Communities standard logo with Founding Co-Sponsors;
 - Copy of original Request for Proposal or Invitation to Bid;
 - Copy of contract and amendments between Lead Public Agency and Supplier;
 - Summary of products and pricing;
 - Electronic link to U.S. Communities' online registration page;
 - Other promotional material as desired.
- A dedicated toll free national hotline for U.S. Communities
- A dedicated email address for general inquiries, "uscommunities@(name of supplier.com)

Electronic Registration - The Supplier is responsible for ensuring that each Participating Public Agency has completed U.S. Communities' online registration process prior to processing the Participating Public Agency's first sales order.

Sales Report - The supplier is responsible for accurate and timely reporting of all Participating Public Agency sales. Suppliers are required to comply with the following key reporting requirements;

The report is to be submitted within 30 days of the end of each calendar quarter in the prescribed format set forth in the U.S. Communities Administration Agreement.

Exception reporting – U.S. Communities will send to each vendor an exception report that details where the Supplier sales report differed from the registration database and the anticipated actions to correct those discrepancies. These corrections must be completed prior to the following quarterly sales report.

Online Reporting - Within 60 days of quarter end, U.S. Communities will provide online reporting available to the supplier with updated quarterly sales reporting. The supplier will be asked to follow up and report back within 30 days of receiving the notification on specific reports available to them online.

Administrative Fees - The Supplier is responsible for paying to U.S. Communities an administrative

SUPPLIER QUALIFICATIONS continued

fee on all Participating Public Agency sales volumes within 30 days of the end of each calendar quarter as set out in the Agreement.

Quarterly Review - U.S. Communities will schedule a quarterly meeting with the supplier to evaluate the supplier's performance of Supplier Commitments and Program Standards outlined herein.

U.S. Communities Awareness - U.S. Communities is responsible for marketing the overall U.S. Communities concept and program to Participating Public Agencies. U.S. Communities marketing is intended to supplement and enhance the direct sales effort of the Supplier. The supplier assists by providing camera-ready logos and by participating in related trade shows and conferences.

Supplier Sales - Supplier is responsible for proactive direct sales of supplier's goods and services to public agencies nationwide and the timely follow up to leads established by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives is encouraged. All sales materials are to use the U.S. Communities logo. U.S. Communities will provide each Supplier with its logos and the standards to be employed in the use of the logos. At a minimum, the Supplier's sales initiatives should communicate:

- Contract was competitively solicited by a Lead Public Agency;
- Best government pricing
- No cost to participate
- Non-exclusive contracts

Branding and Logo Compliance – Supplier is responsible for complying with the U.S. Communities branding and logo standards and guidelines. U.S. Communities-related marketing material must be submitted to U.S. Communities for review.

Sales Force Training - Supplier is responsible for the training of its sales force on the U.S. Communities contract. U.S. Communities is available to train regional or district managers and generally assist with the education of sales personnel.

SUPPLIER QUALIFICATIONS continued**SUPPLIER QUALIFICATION WORKSHEET**

Offerors are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below and submit with Technical Proposal response of RFP:

- A. State if pricing for all Products/Services/Solutions offered will be the most competitive pricing offered by your company to Participating Public Agencies nationally.
YES___ NO___
- B. Does Supplier have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?
YES___ NO___
- C. Does Supplier have a national outside sales force or dealer network with the ability to call on Participating Public Agencies in all 50 U.S. states?
YES___ NO___
- If you answered yes to Question C above please provide additional information on Attachment IV.
- D. Did Supplier have sales greater than \$50 million last year?
YES___ NO___
- E. Does Supplier have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?
YES___ NO___
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities contract?
YES___ NO___
- G. Does Supplier agree to respond to all agency referrals from U.S. Communities within 2 business days?
YES___ NO___
- H. Does Supplier maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES___ NO___
- I. Will Supplier commit to the following program implementation schedule? (implementation schedule on the following page)
YES___ NO___
- J. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?
YES___ NO___

SUPPLIER QUALIFICATIONS continued

New Supplier Implementation Checklist	Target Completion after award
1. Administration Agreement Signed	Proposal
2. First Conference Call	One Week
Discuss expectations	
Establish initial contact people and roles/responsibilities	
Outline kick-off plan	
Establish Webex training date	
3. Supplier Login Established	One Week
Complete Supplier Initiation Form	
Create User Account and User IDs and communicate to Supplier	
4. Initial Sr. Management Meeting	Two Weeks
Review commitments	
Review Kick-off Plan	
Discuss Nat Acct Mgr. role and staff requirements	
Discuss Reporting Processes and requirements	
Determine field sales introductory communication plan	
5. Initial National Account Manager and Staff Training Meeting	Two Weeks
Discuss expectations, roles and responsibilities	
Conduct basic supplier training	
Introduce and review web-based tools	
Discuss sales organization and define roles	
Discuss marketing plan and customer communication/roll-out strategy	
Discuss Supplier Handbook	
Review with National Accounts Manager	
Review process and expectations with Nat Accts Mgr and Lead Referral person	
Discuss admin processes and expectations and provide admin support training	
6. Review of Top 10 Existing Participating Public Agency Contracts	Two Weeks
Determine strategies with NAM	
7. Program Contact Requirements	Two Weeks
Supplier Contacts Communicated to U.S. Communities Staff	
Dedicated Email	
Dedicated Toll Free Number	

SUPPLIER QUALIFICATIONS continued

8. Web Development	
Initiate IT contact	Two Weeks
Web site construction	Three Weeks
Web site final edit	Four Weeks
9. Sales Training and Roll Out	
Regional Manager Briefing - Coordinate with NAM	One Week
Initial Remote Webex Supplier Training for all sales - Coordinate with NAM	Two Weeks
Top Ten metro areas - Coordinate with NAM and RMM	Four Weeks
Initiate contact with Advisory Board Member Agencies - Coordinate with NAM, GAM, RMM	Four Weeks
Review Supplier Handbook	Six Weeks
Training Plan for the other metros- Coordinate with NAM, GAM, RMM	
10. Green Initiative	
Identify green product	Two Weeks
Upload to USC website-Link to suppliers website	Four Weeks
Environmental Purchasing contact	Six Weeks
Green Marketing Material	Six Weeks

SUPPLIER INFORMATION

Please respond to the following requests for information about your company:

Company

1. A brief history and description of your company;
2. Total number and location of sales persons employed by your company;
3. Number and location of distribution outlets (if applicable);
4. Number and location of support centers (if applicable);
5. Annual sales for 2005, 2006 and 2007;
6. Submit your current Federal Identification Number and latest Dun & Bradstreet report.

Products/Equipment and Services/Solutions

1. Provide a description of the Products/Equipment and/or Services/Solutions to be provided by the offeror as outlined in paragraph 3 above, Sections A & B. The primary objective is for each Supplier to provide its complete product and service offerings so that Participating Public Agencies may order a range of product as appropriate for their needs;
2. Provide a description of all Products/Equipment and Services/Solutions to be provided your company;
3. Describe any special programs that your company offers that will improve customers' ability to access Products/Equipment;
4. Describe any warranties related to the Products/Equipment and/or Services/Solutions being offered;
5. Describe any additional charges for shipping large products and/or for assembly on customer site, delivery to specific Suite/Office, etc.;
6. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for Products/Equipment and/or Services/Solutions are available;
7. Provide a brief description of any company environmental initiatives, including any green products and certifications to be available through your company.

Administration

1. Describe your company's capacity to employ EDI, telephone, electronic, with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation;
2. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing;
3. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the entity's name(s), contact person(s) and contact information as reference(s);

SUPPLIER INFORMATION

4. Describe the capacity of your company to report quarterly sales under the Master Agreement by Participating Public Agency within each U.S. state ;
5. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies;
6. Provide a list of any third party e-procurement services or portals that your company utilizes to facilitate public agency ordering and access.

BUSINESS (COST) PROPOSAL:**Pricing:**

- A. Provide the pricing using a **fixed percentage (%) discount** from a MANUFACTURER PRICE LIST and/or a cost-plus scenario or other objectively verifiable criteria, including the Administrative Fee as described on Attachment II - U.S. Communities Administration Agreement, for each product category your company can provide in Paragraph 3, Sections A (Technology Products/Equipment) and/or Section B (Technology Services/Solutions).
- B. Provide the reference to the standard index or other objective criteria used to determine pricing for Sections A and/or B, and state why this is most advantageous to Participating Public Agencies
- C. State if the quoted price for Sections A and/or B, is the most favorable pricing offered by your company to local, state and higher educational agencies nationwide.
- D. Propose a plan to adjust pricing as market conditions change.
- E. Detail any additional pricing incentives or rebates that may be available such as for large volume purchase and internet ordering by Participating Public Agencies.
- F. All firm-fixed pricing proposed must include charges for shipping "ordinary items". No additional charge of any kind will be allowed for "ordinary items". See exception(s) in G below.
- G. Detail pricing for large items requiring special shipping, door-delivery, installed, inside delivery, etc., that would not be normally included in the firm-fixed price category, but would require an additional charge due to a "special circumstance". Items not clearly identified shall be considered "ordinary items" and no additional charge shall apply.
- H. Provide a detailed pricing summary page which includes the following: Product/Equipment line(s) and/or Service/Solutions offered, discounts by order size and service level Services/Solutions offered (design, reconfiguration of existing installations, etc.) and hourly, per-square-foot, or other rates where appropriate. (Fairfax County reserves the right to request additional project information based on the pricing submitted. The project may be from Fairfax County or other public agencies across the country.)
- I. Provide installation schedule by region, zone or other categorization. Indicate a maximum percentage of totals as cap on installation costs.

SPECIAL PROVISIONS**6. PRE-PROPOSAL CONFERENCE:**

- 6.1. An OPTIONAL pre-proposal conference will be held on November 3, 2008 at 1 P.M. in the Fairfax County Government Center, Room 120C, 12000 Government Center Parkway, Fairfax, Virginia. Attendees requiring special services are asked to provide their requirements to the Department of Purchasing and Supply Management ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
- 6.2. The purpose of the pre-proposal conference is to give potential offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation

7. CONTRACT PERIOD AND RENEWAL:

- 7.1. This contract will begin on May 1, 2009, or date of award, whichever is later, and will be valid through April 30th, 2013. Fairfax County reserves the right to renew this contract for (3) years, one year at a time, or any combination thereof.
- 7.2. Any contract awarded pursuant to this Request for Proposal is conditioned upon an annual appropriation made by the Fairfax County Board of Supervisors of funds sufficient to pay compensation due the Contractor under the contract. If such an appropriation is not made in any fiscal year, and the County lacks funds from other sources to pay the compensation due under the contract, the County is entitled, at the beginning of or during such fiscal year, to terminate the contract. In that event, the County will not be obligated to make any payments under the contract beyond the amount properly appropriated for contract payments in the immediate prior fiscal year. The County will provide the Contractor with written notice of contract termination due to the non-appropriation of funds at least thirty (30) calendar days before the effective date of the termination. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which funds for contract payments have not been appropriated.

8. TRADE SECRETS/PROPRIETARY INFORMATION:

- 8.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials.
- 8.2. The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the offeror.

9. CONTACT FOR CONTRACTUAL MATTERS:

- 9.1. The person to contact concerning contractual matters pertaining to this Request for Proposal is:

Teena Stewart, CPPB, Contract Specialist
Department of Purchasing and Supply Management
Telephone: (703) 324-3227
Teena.stewart@fairfaxcounty.gov
- 9.2. Offerors are cautioned not to contact members of the Selection Advisory Committee (SAC). SAC members will not consider information other than the materials provided by the Contract Administrator, e.g., proposals. If a SAC member is approached by anyone outside the SAC who

SPECIAL PROVISIONS

may have a material interest in this procurement, it will be immediately reported to the Contract Administrator.

10. REQUIRED SUBMITTALS:

- 10.1. Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP will result in the disqualification of the Offeror's proposal.

11. TECHNICAL PROPOSAL INSTRUCTIONS:

The offeror must submit the Technical Proposal in a separate binder, clearly marked, containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein. It is required that ten (10) copies of the proposal be provided in a CD format. The offeror must include a notarized statement that the CD version is a true copy of the printed version.

11.1.

- a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers. The County encourages the use of recycled products, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
- b. Understanding of the problem and technical approach.
 1. Statement and discussion of the requirements as they are analyzed by the offeror.
 2. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.
 3. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and program.
 4. Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.

11.2. Preliminary Work Plan:

The offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address separately each of the tasks described in the Request for Proposal and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the offeror that substantially differs from the project scope.

This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables.

11.3. Treatment of the Issues:

In this section, the offeror may also comment if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the

SPECIAL PROVISIONS

coverage, definition, development, and organization of the issues.

11.4. Statement of Qualifications:

The statement of Qualifications must include a description of organizational and staff experience, and resumes of proposed staff.

- a. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.
- b. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference.
- c. Personnel: Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. If applicable, information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.

Resumes of staff and proposed consultants are required indicating education, background, recent relevant experience with the subject matter of the project. Current telephone numbers must be included.

- d. A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to be contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the offeror, if relevant.
- e. Financial Statements: The offeror shall provide an income statement and balance sheet from the most recent reporting period.
- f. Any and all forms, documentation or other requirements as contained in this RFP.

- 11.5. The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.

12. COST PROPOSAL INSTRUCTIONS:

- 12.1. The offeror must submit a cost proposal in a separate binder, clearly marked, fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee. It is required that ten (10) copies of the proposal be provided in a CD format. The offeror must include a notarized statement that the CD version is a true copy of the printed version.

The cost of each task or segment of the task shall be itemized.

- a. Offerors must provide a price breakdown for each service/solution separately as well as totals for services/solutions provided together if price differ.

SPECIAL PROVISIONS

- b. Attachment III Sample Services/Solutions project for each category listed.
- c. Submit a sample Services/Solution Project for each type of Service/Solution Project being proposed that is not included in Attachment III.
- d. Attachment V Products List.
- e. Breakdown of direct labor and labor overhead costs including number of man-hours and applicable actual or average hourly rates, overhead rate and supporting schedule.
- f. Travel and per diem or subsistence costs, if any supported by breakdown including destination, duration and purpose.
- g. Breakdown of other expenses such as clerical support, other overhead costs, supplies, etc.
- h. Any and all forms, documentation or other requirements as contained in this RFP.

Caution: Failure to break down cost elements may render the Cost proposal non-responsive.

13. SUBMISSION OF PROPOSAL:

- 13.1. One (1) original (duly marked) and ten (10) copies of the Technical proposal along with ten (10) CD ROMs, and one (1) original (duly marked) and ten (10) copies of the Cost (Business) proposal, **are required**, and shall be delivered to the following address. Electronically stamped delivery receipts are available.

Department of Purchasing and Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013
Telephone: 703-324-3201

- 13.2. Offerors are reminded that changes to the request for proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the opening / closing of the solicitation. All addenda **MUST** be signed and submitted to the Department of Purchasing and Supply Management, 12000 Government Center Parkway, Suite 427, Fairfax, VA 22035 before the time and date of the opening/closing of the bid or must accompany the bid. Notice of addenda will be posted on eVA and the DPSM current solicitation webpage. Offerors are encouraged to monitor the web page for the most current addenda at www.fairfaxcounty.gov/dpsm/solic.
- 13.3. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.

Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages Offerors to use recycled paper, wherever possible.

- 13.4. Each original, set of the ten (10) copies, and CD's of the proposal shall consist of:
- a. Cover sheet (DPSM32)

SPECIAL PROVISIONS

- b. Technical proposal as required in the Special Provisions, paragraph 11 **TECHNICAL PROPOSAL INSTRUCTIONS**.
 - c. Cost proposal as required in the Special Provisions paragraph 12, **COST PROPOSAL INSTRUCTIONS**. (Appendix B and all other forms, CD's, as requested in this RFP must be included in the Cost proposal).
- 13.5. By executing the cover sheet (DPSM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

14. PRICING:

- 14.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years will be based on the Consumer Price Index (CPI-U), may be based on the Consumer Price Index (CPI-U), Table 10, Selected Local Areas, Washington, DC-MD-VA, or other relevant indices.
- 14.2. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).
- 14.3. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix A)
- 14.4. Pricing for Section A, Technology Products/Equipment; all prices/discounts shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract, unless otherwise stated in this solicitation (reference Section 5, Products/Equipment and/or Services/Solutions, sub paragraph 5).

15. DELIVERY/TIME OF PERFORMANCE:

- 15.1. Fairfax County requires that delivery be made at destination within the shortest time frame possible. The place of delivery of items ordered under this contract shall be agreed upon between the authorized representative placing the order and the Contractor at the time the order is placed. Deliveries will be made to various locations in Fairfax County between the hours of 7:30 A.M. and 4:30 P.M. on regular County business days unless other arrangements have been made.
- 15.2. The County may pickup orders from the vendor when it is in the best interest of the County. In these instances the Contractor shall release the materials only to the designated representatives of the County Agency authorized to place and pick up orders.

16. LATE PROPOSALS:

- 16.1. **Proposals received in the Office of the County Purchasing Agent after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.**

17. PERIOD THAT PROPOSALS REMAIN VALID:

- 17.1. Proposals will remain valid for a period of one-hundred and eighty days (180) calendar days after the date specified for receipt of proposals.

18. BASIS FOR AWARD:

SPECIAL PROVISIONS

- 18.1. The County of Fairfax reserves the right to award the contract in the aggregate, by section, by product, by individual service, or any combination, whichever is in the best interest of the County.
- 18.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 18.3. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- 18.4. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.
- 18.5. Proposal Evaluation Criteria

The following factors will be considered in the award of this contract:

- A. **PROVEN EXPERIENCE** of the company's success in providing Technology Products/Equipment and/or Technology Services/Solutions on a nationwide and local basis in a timely manner.
- B. Depth of Response to **TECHNICAL PROPOSAL** (Ref. Special Provisions paragraph 11).
- C. Depth of Response to **COST (BUSINESS) PROPOSAL** (Ref. Special Provisions paragraph 12).
- D. Where **PRICING** is a discount from Price List, the Price List Sheets shall be the currently published National Standard Manufacturer's Price Lists or other objectively verifiable criteria. Each offeror shall quote the percentage of discount from the Price List cited above and shall furnish a copy with their bid submission.
- E. Depth of Response to **SUPPLIER QUALIFICATIONS and SUPPLIER INFORMATION** (Paragraph 5).

Each offeror shall attach to each page of their pricing schedule one copy of one price list or retail price sheet, **clearly marking the item and column to which the discount is applied**, for each item bid. **FAILURE TO PROVIDE THE PRICE LISTS MAY BE CAUSE FOR REJECTION OF THE BID. IF COUNTY STAFF CANNOT IDENTIFY THE ITEM ON THE MANUFACTURER'S PRICE LIST OR VENDOR'S RETAIL PRICE SHEET, AND VERIFY THE OFFERORS PROPOSED PRICE, THE PROPOSAL MAY BE REJECTED.**

- 18.6. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.

SPECIAL PROVISIONS

- 18.7. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 18.8. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
- 18.9. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

19. INSURANCE:

- 19.1. The Contractor is responsible for its work and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the project, whether owned by the contractor or by the County. The contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
- 19.2. The Contractor shall, during the continuance of all work under the Contract provide the following:
 - a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
 - b. The contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required.
 - c. The contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.
 - d. The contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff.
 - e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 - f. Rating Requirements:
 1. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.

SPECIAL PROVISIONS

2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
 - g. Indemnification:

Article 63 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.
 - h. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent and/or Risk Manager before any work is started.
 - i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the contractor while in their care, custody and control for use under this contract.
- 19.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent and/or Risk Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
 - 19.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
 - 19.5. The County of Fairfax, its employees and officers shall be named as an additional insured in the Automobile, General Liability and Professional Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.
 - 19.6. If an "ACORD" Insurance Certificate form is used by the Contractor's Insurance agent, the words, "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or crossed out.

20. METHOD OF ORDERING:

- 20.1. The County may use four (4) different methods of placing orders from the final contract: Purchase Orders (PO's); Blanket Purchase Orders (BP's); Small Orders (SO's); and, approved County procurement cards.
- 20.2. A Blanket Purchase Order (BP) may be issued to the Contractor on behalf of each County Agency who will be ordering items or services covered in the contract. The BP indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia. Each BP will cite a specific period of time, and will indicate an agency authorization order code to be used when ordering to identify those employees authorized to place calls. No specific dollar limitation will be indicated on the BP's.
- 20.3. Orders may be placed orally by authorized employees of the County identifying themselves with their agency authorization order code, BP call number, and their name. The Contractor may contact agency personnel listed on the Purchase Order to verify the authorization of the employee placing the call.

SPECIAL PROVISIONS

- 20.4. A Purchase Order (PO) or Small Purchase Order (SO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO or SO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 20.5. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement card is currently under contract with JPMorgan/Master Card. Contractors are encouraged to accept this method of receiving orders.
- Questions regarding establishing an account with Master Card should be referred to: MC/Master Card Merchant Services at 1-800-762-6663. It is anticipated that participating contractors will accept procurement card orders.
- 20.6. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 20.7. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.
- 20.8. The Department of Purchasing and Supply Management has the capability to issue purchase orders electronically and transmit them to vendors by fax. For more information about the Fax Purchase Order program, call (703) 324-3268, TTY 1-800-828-1140.

21. REPORTS AND INVOICING:

- 21.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report
- 21.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
- A. Employee name;
 - B. The name of the County department;
 - C. Date of services
 - D. The type of services; and,
 - E. The itemized cost for each item/service.
- 21.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 21.2, A-E. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

22. PAYMENTS:

- 22.1. The County will pay the Contractor based upon completion, acceptance, and approval by the County.

23. ELECTRONIC PAYMENT OPTION:

- 23.1. The Vendor ACH Payment Program of Fairfax County allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. Payment information (confirmation of payments) is provided via email

SPECIAL PROVISIONS

and all transactions are conducted in a secure environment. The program is totally free as part of the Department of Finance's efforts to improve customer service. For more information or to obtain a Vendor Agreement (ACH credits), please contact the Department of Finance at 703-324-3122 or via email to ACHpayments@fairfaxcounty.gov. A copy may also be picked up at the Department of Purchasing and Supply Management.

24. CHANGES:

- 24.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 24.2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

25. DELAYS AND SUSPENSIONS:

- 25.1. The Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. If, after giving the County Purchasing Agent written notice, the Contractor elects to stop work because the County does not supply data or services, the County will extend the Contractor's time of completion by a period of time reasonably suited for completion of work.
- 25.2. The County will pay the Contractor for all work completed to the date of suspension plus all the Contractor's cost related to the delay, omission or any consequent work stoppage by the Contractor and its personnel. The Contractor may continue its work on the other phases of the project with an appropriate extension of time of performance upon delivery of the data or services to be provided by Fairfax County. If the Contractor decides to proceed without the data and services that were to be provided by the County, any error or omission of the Contractor that resulted from the County's omission will not constitute default by the Contractor.

26. ACCESS TO AND INSPECTION OF WORK:

- 26.1. The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

27. PROJECT AUDITS:

- 27.1. The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the contractor under the following conditions:
 - a. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
 - b. In the event of a disagreement between the contractor and the County on the amount due the Contractor under the terms of this contract;
 - c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
 - d. If it becomes necessary to determine the County's rights and the contractor's obligations under the contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.

SPECIAL PROVISIONS

- 27.2. These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.
- 27.3. Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.
- 27.4. Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.
- 27.5. Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

28. OTHER SERVICES:

- 28.1. The Contractor must establish formal evaluation and quality control procedures to monitor each facet of the final contract. The evaluation and quality control procedures must provide sufficient information to allow the County's administrators to monitor the program's progress and effectiveness. The County's administrators will use the quality control report to evaluate the effectiveness of the program on an annual basis. The Contractor will submit the quality control report to the Contract Administrator identified in the final contract not later than June 1 of each contract year.

29. DATA SOURCES:

- 29.1. The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

30. SAFEGUARDS OF INFORMATION:

- 30.1. Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

31. ORDER OF PRECEDENCE:

- 31.1. In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Appendix A).

32. SUBCONTRACTING:

- 32.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us>; the Virginia Department of Minority Business Enterprise <http://www.dmbes.state.va.us/>; local chambers of commerce and other business organizations.

SPECIAL PROVISIONS

- 32.2. As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

33. NEWS RELEASE BY VENDORS:

- 33.1. As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

34. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 34.1. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment.

Your acceptance of this contract acknowledges your commitment and compliance with ADA.

- 34.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

COUNTY OF FAIRFAX COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to all State and local laws, policies, resolutions, and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

I. AUTHORITY -The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. DEFINITIONS-

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BEST VALUE: As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONSULTANT SERVICES: Any type of services required by the County, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

OPEN MARKET PROCUREMENT (OMP): A method of competitive bidding for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than \$50,000.

PROFESSIONAL SERVICES: Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution).

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

General Conditions and Instructions to Bidders

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

3. BID FORMS-Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, to include the bid Cover Sheet and Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope provided with the solicitation. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

4. LATE BIDS & MODIFICATIONS OF BIDS-

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
 1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
 2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If the County declares administrative or liberal leave, scheduled bid openings or receipt of proposals will be extended to the next business day.
- c. The time of receipt of bids at the specified location is the time-date stamp of such location on the bid wrapper or other documentary evidence of receipt maintained by the specified location.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS-

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
 1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.
 2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.
- c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
- d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
- e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or

General Conditions and Instructions to Bidders

other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

- f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
- g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.

6. ERRORS IN BIDS-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

7. MAILING OF BIDS – All bids and proposals submitted in response to a Fairfax County solicitation shall be submitted either a) in the special mailing envelope provided by the Department of Purchasing and Supply Management or b) have the solicitation number, subject, and date/time of opening/closing clearly marked on the outside of any other wrapper used.

8. COMPLETENESS-To be responsive, a bid must include all information required by the solicitation.

9. ACCEPTANCE OF BIDS/BINDING 90 DAYS-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

10. CONDITIONAL BIDS-Conditional bids are subject to rejection in whole or in part.

11. BIDS FOR ALL OR PART-Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.

12. AREA BIDS-For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.

13. TIME FOR RECEIVING BID-Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.

14. BID OPENING-All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: <http://www.fairfaxcounty.gov/dpsm/solic.htm>.

Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.

15. OMISSIONS & DISCREPANCIES-Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

16. RESPONSE TO SOLICITATIONS-In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements.

17. BIDDER INTERESTED IN MORE THAN ONE BID-If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

18. TAX EXEMPTION-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own

General Conditions and Instructions to Bidders

local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

19. PROHIBITION AGAINST UNIFORM PRICING-The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

SPECIFICATIONS

20. QUESTIONS CONCERNING SPECIFICATIONS-Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

21. BRAND NAME OR EQUAL ITEMS-Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

22. FORMAL SPECIFICATIONS-When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. FEDERAL SPECIFICATIONS-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

AWARD

24. AWARD OR REJECTION OF BIDS-The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract.

General Conditions and Instructions to Bidders

If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS-A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,
- b. General Conditions and Instructions to Bidders,
- c. Special Provisions and Specifications,
- d. Pricing Schedule,
- e. Any Addenda/Amendments/Memoranda of Negotiations

26. TIE-BIDS – If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of readvertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

27. PROMPT PAYMENT DISCOUNT-

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer.

28. INSPECTION-ACCEPTANCE-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

29. DEFINITE BID QUANTITIES-Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

30. REQUIREMENT BID QUANTITIES-On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

31. TERMINATION OF CONTRACTS-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
- b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

32. TERMINATION FOR CONVENIENCE-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

General Conditions and Instructions to Bidders**33. TERMINATION OF CONTRACT FOR CAUSE-**

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

34. CONTRACT ALTERATIONS-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

36. FUNDING-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

37. DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

38. NON-LIABILITY-The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.

39. NEW GOODS, FRESH STOCK-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

40. NON-DISCRIMINATION-During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

41. VENDOR RELATIONS DIVISION-

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to

General Conditions and Instructions to Bidders

insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.

- c. As used in this contract, the term small business means an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years.
- d. As used in this contract, the term "minority business" means a business concern that is at least **51%** owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least **51%** of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native American, Eskimo or Aleut.
- e. As used in this contract, the term women-owned business means a business concern that is at least **51%** owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least **51%** of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.
- f. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.
- g. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

42. GUARANTEES & WARRANTIES-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. **FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT.** Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

44. CHANGES-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

45. PLACING OF ORDERS-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

46. SHIPPING INSTRUCTIONS - CONSIGNMENT-Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

47. RESPONSIBILITY FOR SUPPLIES TENDERED-Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the

General Conditions and Instructions to Bidders

Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. INSPECTIONS-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

49. COMPLIANCE-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

50. POINT OF DESTINATION-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

51. ADDITIONAL CHARGES-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

52. METHOD AND CONTAINERS-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

53. WEIGHT CHECKING-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

54. DEMURRAGE AND RE-SPOTTING-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

55. REPLACEMENT-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

56. PACKING SLIPS OR DELIVERY TICKETS-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BILLING

57. BILLING-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

58. PAYMENT-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

59. PARTIAL PAYMENTS-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

General Conditions and Instructions to Bidders

60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

61. GENERAL GUARANTY-Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

63. INDEMNIFICATION-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

64. OFFICIALS NOT TO BENEFIT-

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or

General Conditions and Instructions to Bidders

proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

65. LICENSE REQUIREMENT-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

66. REGISTERING OF CORPORATIONS-Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

67. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

68. VIRGINIA FREEDOM OF INFORMATION ACT-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY-

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so

General Conditions and Instructions to Bidders

serious as to justify suspension or debarment action:

- (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;
5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
 6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;
 7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

72. PROTEST OF AWARD OR DECISION TO AWARD-

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 3, Section 4, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4d of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4d, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

General Conditions and Instructions to Bidders

- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

73. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

74. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

75. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

76. PROFESSIONAL AFFILIATION-The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

77. DRUG FREE WORKPLACE-During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

78. IMMIGRATION REFORM AND CONTROL ACT: Contractor certifies that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

APPROVED:

/S/ David P. Bobzien
COUNTY ATTORNEY

/S/ Cathy A. Muse
COUNTY PURCHASING AGENT

RFP CHECKLIST

NAME OF OFFEROR: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

Name and addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: _____
Telephone Number: () _____
E-Mail Address: _____

Fiscal Representative: _____
Telephone Number: () _____
E-Mail Address: _____

The following documents which are included in this Solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- A. County of Fairfax Acceptance Agreement (Cover Sheet, DPSM32)
- B. Special Provisions & Specifications
- C. Appendix A (General Conditions and Instructions to Bidders)
- D. Appendix B (RFP Checklist, Price Summary & Instructions, BPOL Form, Debarment/Suspension Certification, Listing of Local Public Bodies, Business Classification Schedule, Subcontractor's Notification Form).
- E. Any and all forms as required to be submitted in reference to this RFP.

Typed Name and Title

Signature

Date of Submission

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in:

Virginia	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Fairfax County	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- Date business began/will begin work in Fairfax County

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County

_____ Signature _____ Date

For Office Use Only:

- Company name and address: _____
- Amount of Contract Award \$ _____
- Fairfax County Department: _____
- Department Contact _____ Phone No. _____
- Company Contact _____ Phone No. _____
- Nature of business _____

Complete and return this form or a copy of your current Fairfax County Business License with your proposal. Contract award may not be made without it.

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this Request for Proposal:

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

Printed Name of Representative: _____

Signature/Date: _____ / _____

Company Name: _____

Address: _____

City/State/Zip: _____

SSN or TIN No: _____

BUSINESS CLASSIFICATION SCHEDULE

DEFINITIONS

Small Business/Organization – is an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years..

Minority Business – is a business concern that is at least **51%** owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least **51%** of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native America, Eskimo or Aleut.

Woman-Owned Business – A business concern that is at least **51%** owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least **51%** of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING ONE (1) OF THE SIX (6) BOXES IN THE CHART BELOW. This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered work shops, government organizations, partnerships, sole proprietorships, etc.

Examples:

A small business, Asian woman owned, would mark box X on line 3.

A large business, African-American owned, would mark box V on line 3.

A small non-profit would mark box B on line 1.

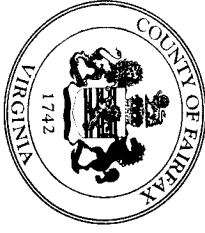
A large business, publicly traded on NYSE or NASDAQ, would mark box Y on line 1.

<u>Line</u>	<u>SMALL BUSINESS</u>	<u>LARGE BUSINESS</u>	<u>OWNERSHIP</u>
1.	___ B	___ Y	Regardless of Ownership
2.	___ C	___ A	Women-Owned
3.	___ X	___ V	Minority-Owned

PLEASE RETURN THIS FORM WITH YOUR BID PACKAGE. CONTRACT AWARD MAY NOT BE MADE WITHOUT IT.

NAME OF FIRM: _____

COUNTY OF FAIRFAX



SUBCONTRACTOR(S) NOTIFICATION FORM

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM
 12000 Government Center Parkway, Suite 427
 Fairfax, Virginia 22035-0013
Fax: 703-324-3228

Contract Number/Title: _____

Prime Contractors Name: _____

Prime Contractor's Classification Code: _____ (from Business Classification Schedule)

You are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification (use code numbers from previous page) of each first-tier subcontractor (ref. paragraph 32, Special Provisions). Please complete this form and return it with your bid package.

Please check here if you are not using a subcontractor: _____

SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	VENDOR CLASSIFICATION

Complete and return this form with your proposal. Contract award may not be made without it.

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made between certain government agencies that execute a Lead Participating Public Agency Certificate ("Lead Public Agencies") to be appended and made a part hereof and other government agencies that register electronically with U.S. Communities or otherwise execute a Participating Public Agency Certificate ("Participating Public Agencies") to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive bidding and selection process by Lead Public Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Participating Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies procurement of Products.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2033 North Main Street, Suite 700, Walnut Creek, CA 94596-3722.
10. This agreement shall take effect after execution of the Lead Participating Public Agency Certificate or Participating Public Agency Participation Certificate or electronic registration, as applicable.

U.S. communities Administration Agreement

This ADMINISTRATION AGREEMENT (THIS "Agreement") is made this ____ day of _____, _____, between the U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") and _____(herein "Supplier").

RECITALS

WHEREAS, the _____(herein "Lead Public Agency") has entered into a Master Agreement dated _____, Agreement No. _____, by and between the Lead Public Agency and Supplier, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of _____ (herein "Product & Services");

WHEREAS, said Master Agreement provides that any state, local government, school district, higher education institution, other government agency and nonprofit organizations (herein "Participating Public Agencies") may purchase Product at prices stated in the Master Agreement;

WHEREAS, U.S. Communities is an instrumentality of government with the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves as the administrative agent for Lead Public Agency and other lead public agencies with regard to other Master Agreements offered through the U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other Master Agreements;

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis throughout the United States ;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement, as attached hereto as Exhibit I and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

3. U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the U.S. Communities under this Agreement including, but not limited to, the Supplier's obligation to provide the indemnification and insurance.

4. The Supplier shall perform all of its duties, responsibilities and obligations in the time and manner as required to be performed by the Supplier as set forth in the Master Agreement.

5. U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier hereby agrees that the Agency shall act in the capacity of administrator of purchases under the Master Agreement.

U.S. communities Administration Agreement continued

6. With respect to any purchases by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Lead Public Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Lead Public Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any Participating Public Agency to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Master Agreement. The Agency makes no representation or guaranty with respect to any minimum purchases by Lead Public Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

2. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that all indemnifications afforded by the Supplier to U.S. Communities shall survive the term of this Agreement.

MUTUAL COMMITMENTS

3. U.S. Communities Commitments to Program Suppliers

Marketing – U.S. Communities will proactively and jointly market the Supplier's contract to Agencies nationwide throughout the United States through a network of major sponsors (NLC, NACo, USCM, ASBO & NIGP) and state-level sponsors. In addition the U.S. Communities staff will enhance the Supplier's marketing efforts through in-person meetings with public agencies, participation in key events and tradeshows and by providing online tools to the Supplier's sales force.

Training – U.S. Communities is dedicated to training and educating the Supplier sales force. The U.S. Communities Program Managers' primary focus is the education, training and engagement of the Supplier's sales force. The Program Managers will conduct face to face training sessions as well as conduct joint calls to major Public Agencies. This direct support of the field is enhanced by a Supplier login that provides presentations, documents and information to assist the Supplier field sales force in effectively promoting their U.S. Communities contract.

Knowledge Management Support – U.S. Communities will provide resources and tools to enable the Supplier to leverage the program's knowledge and data. Prior to implementation, the Supplier's sales force will be provided access to a private login site that contains marketing, training and targeting data.

SUPPLIER COMMITMENTS

U.S. Communities views the relationship with an awarded Program Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Suppliers.

The successful foundation of the partnership requires Commitments from both U.S. Communities and the Suppliers. U.S. Communities asks each Supplier to make the Commitments set forth below to ensure Supplier is providing the highest level of public benefit to Participating Public Agencies:

Each supplier is required to make four commitments to insure the overall success of the national program. These commitments are incorporated into the Agreement:

- A. Corporate – A commitment that U.S. Communities is actively supported by Supplier's senior executive management with a focus on the following:
 - U.S. Communities will be the Supplier's primary offering to states, local governments, school districts, and higher education institutions in the United States of America; and other government

U.S. communities Administration Agreement continued

agencies and nonprofit organizations herein collectively all known as “Participating Public Agencies”.

- A commitment that Supplier shall make all existing Participating Public Agencies that do business with the Supplier aware of the value and pricing benefits of the U.S. Communities contract.
 - Upon authorization by the Participating Public Agency transition such Participating Public Agencies to the Supplier’s U.S. Communities contract.
- B. Pricing – A commitment that Supplier’s U.S. Communities contract pricing is the lowest available pricing (net to buyer) to Participating Public Agencies. If a Participating Public Agency is otherwise eligible for lower pricing through any other Supplier contract, the Supplier will match the pricing under U.S. Communities.
- C. Economy - A commitment that the supplier will demonstrate the pricing advantage of U.S. Communities over alternative competitive solicitation pricing and will proactively offer U.S. Communities as a more effective alternative to the cost and time associated with such alternate bids and solicitations.
- D. Sales – A commitment that the Supplier will market U.S. Communities throughout the United States through a Supplier sales force or dealer network that is properly trained, engaged and committed to offering U.S. Communities as Supplier’s primary offering to Participating Public Agencies.

The Corporate, Pricing, Economy and Sales Commitments are the foundation of the relationship between U.S. Communities and its suppliers. The Commitments are not negotiable. If a supplier is found to be in violation and/or non-compliance with one or more of the U.S. Communities Commitments, the supplier will have ninety days to provide resolution and come into compliance. Failure to do so will result in removal from the U.S. Communities national program.

SUPPLIER’S INITIAL: _____

DATE: _____

U.S. communities Administration Agreement continued

PROGRAM STANDARDS

U.S. Communities recognizes that each Supplier has a successful business model, and may choose to manage the U.S. Communities program in a variety of ways that best suit the Supplier's organization and market approach.

The following are Program Standards intended to assist the Supplier in successfully implementing the U.S. Communities contract:

Senior Management Account Representative and Team – The Supplier shall provide a Senior Management Account Representative with the authority and responsibility for the overall success of the U.S. Communities contract within the Supplier's organization. The supplier shall also designate a Lead Referral Contact Person, responsible for receiving communications from U.S. Communities concerning new public agency registrations and for ensuring timely follow up by the Supplier's staff to requests for contact from public agencies. Additionally, the supplier shall provide the personnel necessary to implement and support a supplier-based internet web page dedicated to the Supplier's U.S. Communities program and linked to the U.S. Communities website.

Participating Public Agency Access - Establish the following communication links to facilitate customer access and communication:

- A dedicated U.S. Communities internet web-based homepage with:
 - U.S. Communities standard logo with Founding Co-Sponsors;
 - Copy of original Request for Proposal or Invitation to Bid;
 - Copy of contract and amendments between Lead Public Agency and Supplier;
 - Summary of products and pricing;
 - Electronic link to U.S. Communities' online registration page;
 - Other promotional material as desired.
- A dedicated toll free national hotline for U.S. Communities
- A dedicated email address for general inquiries, "uscommunities@(name of supplier.com)

Electronic Registration - The Supplier is responsible for ensuring that each Participating Public Agency has completed U.S. Communities' online registration process prior to processing the Participating Public Agency's first sales order.

Sales Report - The supplier is responsible for accurate and timely reporting of all Participating Public Agency sales. Suppliers are required to comply with the following key reporting requirements;

The report is to be submitted within 30 days of the previous month's Participating Public Agency sales in the prescribed format set forth in the Agreement.

Exception reporting – U.S. Communities will send to each vendor an exception report that details where the supplier sales report differed from the registration database and the anticipated actions to correct those discrepancies. These corrections must be completed prior to the following quarter.

Online Reporting - Within 60 days of each calendar quarter, U.S. Communities will provide online reporting available to the supplier with updated sales reporting. The supplier will be asked to follow up and report back within 30 days of receiving the notification on specific reports available to them online.

Administrative Fees - The supplier is responsible for paying to U.S. Communities an administrative fee on all Participating Public Agency sales volumes within 30 days of the previous month's Participating Public Agency sales as set out in the Agreement. Reported sales volumes and respective administrative fee payments shall be denominated in U.S. Dollars.

U.S. communities Administration Agreement continued

Quarterly Review - U.S. Communities will schedule a quarterly meeting with the supplier to evaluate the supplier's performance of Supplier Commitments and Program Standards outlined herein.

U.S. Communities Awareness - U.S. Communities is responsible for marketing the overall U.S. Communities concept and program to Participating Public Agencies. U.S. Communities marketing is intended to supplement and enhance the direct sales effort of the supplier. The supplier assists by providing camera-ready logos and by participating in related trade shows and conferences.

Supplier Sales - Supplier is responsible for proactive direct sales of supplier's goods and services to public agencies nationwide and the timely follow up to leads established by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All sales materials are to use the U.S. Communities logo. U.S. Communities will provide each Supplier with its logo and the standards to be employed in the use of the logo. At a minimum, the supplier's sales initiatives should communicate:

- Contract was competitively solicited by a Lead Public Agency;
- Best government pricing
- No cost to participate
- Non-exclusive contracts

Branding and Logo Compliance – Supplier is responsible for complying with the U.S. Communities branding and logo standards and guidelines. U.S. Communities related marketing material must be submitted to U.S. Communities for review.

Sales Force Training - Supplier is responsible for the training of its national sales force on the U.S. Communities contract. U.S. Communities is available to train regional or district managers and generally assist with the education of sales personnel.

SUPPLIER'S INITIAL: _____

DATE: _____

U.S. communities Administration Agreement continued

FEES & REPORTING

11. Supplier shall pay U.S. Communities a quarterly administrative fee in the amount of 1% of the total purchase price for the first \$10 million in annual sales; 1.5% of the total purchase price for the next \$10 million in annual sales; 2% of the total purchase price for the next \$320 million in annual sales; and 2.5% of the total purchase price for annual sales of \$340 million and beyond, , excluding taxes, for all purchases under the Master Agreement and provide the Agency with an electronic accounting report, in a format prescribed by the Agency, summarizing all purchases under the Master Agreement. Quarterly fees and reports shall be made with respect to all purchases shipped and billed pursuant to the Master Agreement for the applicable quarter.
12. Supplier shall at its expense maintain an accounting of all purchases made by Participating Public Agencies. U.S. Communities and Lead Public Agency reserve the right to audit the accounting for a period of four (4) years from the date the U.S. Communities receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Lead Public Agency or U.S. Communities. Monthly reports and the monthly administrative fee are due within 30 days of the previous month's Participating Public Agency sales as set forth above. The U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the administrative fee to program sponsors and state associations of government.
13. Failure to provide a monthly report and/or payment of the administrative fee within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at the U.S. Communities sole discretion. All administrative fees not paid within 30 days of the previous month's Participating Public Agency sales shall bear interest at the rate of 1 1/2% per month until paid. Administrative fee payments shall be made by check or wire to U.S. Communities or the Designee or Trustee as may be directed in writing by U.S. Communities.
14. U.S. Communities or its designee may, at its sole discretion, compare public agency records with reports submitted by Supplier. If there is a discrepancy, U.S. Communities will notify the Supplier in writing. Supplier will have 30 days from the date of such notice to resolve the discrepancy to the U.S. Communities reasonable satisfaction. If the Supplier does not so resolve the discrepancy, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports and Supplier shall be obligated to reimburse U.S. Communities costs and expenses for such audit.

GENERAL PROVISIONS

15. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which he may be entitled.
17. This Agreement and U.S. Communities rights and obligations hereunder may be assigned at U.S. Communities sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities obligations hereunder.
18. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

A. U.S. Communities

U.S. communities Administration Agreement continued

2033 N. Main Street, Suite 700
Walnut Creek, CA 94596
Attn: Program Manager Administration

B. Lead Public Agency

C. Supplier

Attn: U.S. Communities Program Manager

- 19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.
- 20. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 21. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.
- 22. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California as a contract executed and delivered within the State of California and to be fully performed within the State of California.
- 23. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

IN WITNESS WHEREOF, the U.S. Communities Government Purchasing Alliance has caused this Agreement to be executed in its name and the Supplier has caused this Agreement to be executed in its name, all as of the date first above written.

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

Signature _____

By _____
[Typed name]

SUPPLIER: _____

Signature _____

By _____
[Typed name]

U.S. communities Administration Agreement continued

Addendum #1 – Affiliated Programs

U.S. Communities recently established Canadian Communities, an affiliated program in Canada to offer certain qualified contract awards. U.S. Communities will continue to explore other international opportunities as practical based upon the capacity of contract suppliers to properly serve public agencies internationally;

Understanding that all Suppliers may not have the capacity or want to focus on Canadian Communities or other affiliated programs, U.S. Communities offers these opportunities on a voluntary basis to Suppliers.

The terms, conditions and commitments outlined and agreed upon in the U.S. Communities Administration Agreement shall be applied to Canadian Communities and any other international opportunities.

_____ Supplier wishes to participate and has the capacity to serve Canadian public agencies and other international opportunities, and agrees to abide by the terms, conditions and commitments of the executed U.S. Communities Administration Agreement.

_____ Supplier does not wish to participate in Canadian Communities and other international opportunities.

SUPPLIER: _____

Signature _____

By _____
[Typed name]

U.S. communities Administration Agreement continued

ADMINISTRATION AGREEMENT GUIDELINES

Corporate Commitment Guidelines

1. The supplier must demonstrate in their RFP response and throughout the term of their contract that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as an executive(s) with companywide authority.
2. The supplier's field force (direct and/or authorized dealer / rep agency etc.) must lead with their U.S. Communities contract when calling on public agencies nationwide. If the supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) U.S. Communities is required to be the lead offering not just one of the supplier's options. If a supplier meets resistance or an objection to utilizing U.S. Communities from a public agency, prior to offering an alternate contract option, the suppliers sales representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the public agency's objection then the supplier is permitted to pursue other options.
3. In states where the supplier has an existing state contract, U.S. Communities expects the supplier to notify the state of its U.S. Communities contract and transition the state to U.S. Communities upon the state's request. Regardless of whether or not the state decides to transition to U.S. Communities, U.S. Communities expects the supplier to lead with the U.S. Communities contract to the local public agencies within the state. Local public agencies include but are not limited to; counties, cities, school districts, special districts, community colleges, colleges, universities and non-profits. The above applies to other cooperatives held by the supplier.
4. U.S. Communities recognizes that the main value for a supplier to participate in the U.S. Communities program is to generate new incremental revenue. To ensure the credibility of the program U.S. Communities requires its suppliers to inform their existing public agency customers of their U.S. Communities contract. If an existing public agency client requests to be transitioned to the supplier's U.S. Communities contract, U.S. Communities expects the supplier to transition the client and report the client's purchases to U.S. Communities going forward

SUPPLIER'S INITIAL: _____

DATE: _____

U.S. communities Administration Agreement continued

It is U.S. Communities expectation that the standard pricing offered through the supplier's U.S. Communities contract is generally the lowest overall available pricing net to buyer to state and local agencies nationwide. The supplier does have recourse available to come into compliance with the U.S. Communities pricing commitment when a pre-existing contract and / or a public agency's unique buying pattern provide one or more public agencies a lower price than the supplier's U.S. Communities contract. The following options are intended for limited use and not as a routine business practice.

1. If the supplier has a contract that is available to one or more public agencies that offers lower pricing than their U.S. Communities contract, the supplier is required to match the pricing under the U.S. Communities contract and make the eligible public agencies aware that the lower pricing is available under their U.S. Communities contract. If one or more of the eligible agencies request to transition to the U.S. Communities contract, the supplier is expected to transition the agency and report the agency's purchases under the U.S. Communities contract going forward. The price match only applies to eligible agencies. Below are three examples of contracts and eligible agencies.
 - a. The supplier holds a state contract with lower pricing that is available to all public agencies within the state. The supplier would match the lower state pricing under U.S. Communities and make it available to all public agencies within the state.
 - b. The supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. The supplier would match the lower cooperative pricing under U.S. Communities and make it available to the ten public agency cooperative members.
 - c. The supplier holds a contract with an individual public agency. The public agency contract does not contain any cooperative language and therefore other public agencies are not eligible to utilize the contract. The supplier would be required to match the lower pricing under the U.S. Communities contract and make it available only to the individual public agency.
2. Occasionally U.S. Communities and its suppliers interact with a public agency that has a buying pattern that is a large deviation from the normal public agency buying pattern that causes the supplier's U.S. Communities pricing to be non-competitive and / or higher than an alternative contract held by the supplier. The cause could be created by a unique end user preference or requirement. When this occasion arises the supplier has the ability to address the issue by lowering the price under the U.S. Communities contract on the item(s) causing the large deviation. The supplier would not be required to lower the price for other agencies.

SUPPLIER'S INITIAL: _____

DATE: _____

U.S. communities Administration Agreement continued

While it is the objective of the U.S. Communities program to have public agencies piggyback on the contracts rather than issue their own bids and RFPs, U.S. Communities recognizes that for various reasons many public agencies will issue their own solicitations. The following options are available to U.S. Communities Suppliers when responding to Public Agency solicitations.

1. Respond with your U.S. Communities contract pricing. If successful the sales would be reported under U.S. Communities,
2. If competitive conditions required pricing lower than the standard U.S. Communities contract pricing, the supplier can submit lower pricing through the U.S. Communities contract. If successful the sales would be reported under U.S. Communities,
3. Do not respond to the bid or RFP. Make the U.S. Communities contract available to the agency to compare against their solicitation responses.
4. Respond to the bid or RFP with pricing that is higher (net to buyer) than the Suppliers' U.S. Communities contract pricing.
5. Respond to the bid or RFP with pricing that is higher (net to buyer) than the Suppliers U.S. Communities contract pricing. If an alternative response is permitted offer the U.S. Communities contract as an alternative for their consideration.

SUPPLIER'S INITIAL: _____

DATE: _____

U.S. communities Administration Agreement continued

Within 30 Days of the previous month's Participating Public Agency sales, monthly reporting is due in the required format. Monthly reporting will include sales reporting for U.S. and Canada, and a breakout of Environmental Preferable (Green) sales reporting. Supplier must make reasonable attempts at filling in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.

Submitted reports will be verified by U.S. Communities against their registration database. Any data that differs with the registration database will be changed prior to processing.

U.S. Communities will send to each supplier an error report which details where the supplier sales report differed from the registration database and the anticipated actions to correct those discrepancies. These corrections must be completed prior to the following quarterly sales report. Any questions should be directed to U.S. Communities in writing to mteixeira@uscommunities.org.

Within 60 days of each calendar quarter, U.S. Communities will provide online reporting available to suppliers, sponsors and agencies with updated quarterly reports. The suppliers will be asked to follow up and report back within 15 days of receiving the notification on specific reports available to them online. In general, these are the areas of concern that suppliers will be requested to review and report back on:

Report Name	Follow up with U.S. Communities
5 Qtr Drop Sales Analysis	Financial & Reporting Manager
Zero States Sales Report	Program Manager
Registered Agency Without Sales Report	Program Manager

The above reports are available under your supplier login and are found under "Sales Report." Other reports that are also available and are useful in resolving reporting issues and enabling you to better manage your U.S. Communities contract are:

- Agency Sales by Population/Enrollment Report
- Hot Prospect Sales Report
- New Lead Sales Report
- State Comparison Sales Report
- Advisory Board Usage Report
- Various Agency Type Comparison Reports
- Sales Report Builder

If upon review of sales reports or sales analysis by agencies, sponsors, advisory board members or U.S. Communities staff, a sales reporting discrepancy is highlighted, suppliers will be informed of follow up requirements by e-mail. Suppliers will be expected to provide to U.S. Communities data that sufficiently clarifies sales issues in question in a timely manner so as to be resolved to U.S. Communities' and Lead Agency's reasonable satisfaction within 30 days of written request; and if not resolved U.S. Communities will have the right to conduct an audit and subject late fees to the sales in question. If past due fees are determined payable, once amount is determined, Wells Fargo must receive payment by supplier within 15 days.

U.S. communities Administration Agreement continued

a. STATE NOTICE ADDENDUM:

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

Cities, Towns, Villages and Boroughs

CITY OF ADAIR VILLAGE
CITY OF ASHLAND
CITY OF ASTORIA OREGON
CITY OF AUMSVILLE
CITY OF AURORA
CITY OF BEAVERTON
CITY OF BOARDMAN
CITY OF BURNS
CITY OF CANBY
CITY OF CANYONVILLE
CITY OF CLATSKANIE
CITY OF COBURG
CITY OF CONDON
CITY OF COOS BAY
CITY OF CORVALLIS
CITY OF COTTAGE GROVE
CITY OF DALLAS
CITY OF DAMASCUS
CITY OF DUNDEE
CITY OF EAGLE POINT
CITY OF ECHO
CITY OF ESTACADA
CITY OF EUGENE
CITY OF FALLS CITY
CITY OF GATES
CITY OF GEARHART
CITY OF GOLD HILL
CITY OF GRANTS PASS
CITY OF GRESHAM
CITY OF HILLSBORO
CITY OF HOOD RIVER
CITY OF JOHN DAY
CITY OF KLAMATH FALLS
CITY OF LA GRANDE
CITY OF LAKE OSWEGO
CITY OF LAKESIDE

U.S. communities Administration Agreement continued

CITY OF LEBANON
CITY OF MALIN
CITY OF MCMINNVILLE
CITY OF MEDFORD
CITY OF MILL CITY
CITY OF MILWAUKIE
CITY OF MORO
CITY OF MOSIER
CITY OF NORTH PLAINS
CITY OF OREGON CITY
CITY OF PHOENIX
CITY OF PILOT ROCK
CITY OF PORTLAND
CITY OF POWERS
CITY OF REDMOND
CITY OF REEDSPORT
CITY OF RIDDLE
CITY OF SANDY
CITY OF SANDY
CITY OF SCAPPOOSE
CITY OF SHADY COVE
CITY OF SHERWOOD
CITY OF SPRINGFIELD
CITY OF ST. PAUL
CITY OF STAYTON
CITY OF TIGARD, OREGON
CITY OF TUALATIN, OREGON
CITY OF WARRENTON
CITY OF WEST LINN/PARKS
CITY OF WILSONVILLE
CITY OF WINSTON
CITY OF WOOD VILLAGE
CITY OF WOODBURN
CITY OF YACHATS
FLORENCE AREA CHAMBER OF COMMERCE
HOUSING AUTHORITY OF THE CITY OF SALEM
KEIZER POLICE DEPARTMENT
LEAGUE OF OREGON CITIES
PORTLAND DEVELOPMENT COMMISSION
CITY AND COUNTY OF HONOLULU
Counties and Parishes
ASSOCIATION OF OREGON COUNTIES
BENTON COUNTY
CLACKAMAS COUNTY DEPT OF TRANSPORTATION

U.S. communities Administration Agreement continued

CLATSOP COUNTY
COLUMBIA COUNTY, OREGON
COOS COUNTY HIGHWAY DEPARTMENT
CROOK COUNTY ROAD DEPARTMENT
CURRY COUNTY OREGON
DESCHUTES COUNTY
DOUGLAS COUNTY
GILLIAM COUNTY
GILLIAM COUNTY OREGON
GRANT COUNTY, OREGON
HARNEY COUNTY SHERIFFS OFFICE
HOOD RIVER COUNTY
JACKSON COUNTY HEALTH AND HUMAN SERVICES
JEFFERSON COUNTY
KLAMATH COUNTY VETERANS SERVICE OFFICE
LAKE COUNTY
LANE COUNTY
LINCOLN COUNTY
LINN COUNTY
MARION COUNTY , SALEM, OREGON
MORROW COUNTY
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES
MULTNOMAH LAW LIBRARY
NAMI LANE COUNTY
POLK COUNTY
SHERMAN COUNTY
UMATILLA COUNTY, OREGON
UNION COUNTY
WALLOWA COUNTY
WASCO COUNTY
WASHINGTON COUNTY
YAMHILL COUNTY
MAUI COUNTY COUNCIL

K - 12

ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
BAKER SCHOOL DISTRICT 5-J
BANDON SCHOOL DISTRICT
BANKS SCHOOL DISTRICT
BEAVERTON SCHOOL DISTRICT
BEND / LA PINE SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CANBY SCHOOL DISTRICT

U.S. communities Administration Agreement continued

CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO. 6
CENTRAL SCHOOL DISTRICT 13J
CLACKAMAS EDUCATION SERVICE DISTRICT
COOS BAY SCHOOL DISTRICT
COOS BAY SCHOOL DISTRICT NO.9
COQUILLE SCHOOL DISTRICT 8
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CRESWELL SCHOOL DISTRICT
CROSSROADS CHRISTIAN SCHOOL
CULVER SCHOOL DISTRICT NO.
DALLAS SCHOOL DISTRICT NO. 2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SD NO.6 - SISTERS SD
DOUGLAS COUNTY SCHOOL DISTRICT 116
DOUGLAS EDUCATION SERVICE DISTRICT
DUFUR SCHOOL DISTRICT NO.29
ELKTON SCHOOL DISTRICT NO.34
ESTACADA SCHOOL DISTRICT NO.108
FOREST GROVE SCHOOL DISTRICT
GASTON SCHOOL DISTRICT 511J
GEN CONF OF SDA CHURCH WESTERN OR
GLADSTONE SCHOOL DISTRICT
GLENDALE SCHOOL DISTRICT
GLIDE SCHOOL DISTRICT NO.12
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM-BARLOW SCHOOL DISTRICT
HARNEY COUNTY SCHOOL DIST. NO.3
HARNEY EDUCATION SERVICE DISTRICT
HEAD START OF LANE COUNTY
HERITAGE CHRISTIAN SCHOOL
HIGH DESERT EDUCATION SERVICE DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS

U.S. communities Administration Agreement continued

LA GRANDE SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LANE COUNTY SCHOOL DISTRICT 69
LEBANON COMMUNITY SCHOOLS NO.9
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C - SCIO SD
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT - SALEM - KEIZER PS
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
MCMINNVILLE SCHOOL DISTRICT NO.40
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DISTRICT
MT. ANGEL SCHOOL DISTRICT NO.91
MULTISENSORY LEARNING ACADEMY
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE POINT SCHOOL DISTRICT NO.41
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH SANTIAM SCHOOL DISTRICT 29J
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
NYSSA SCHOOL DISTRICT NO. 26
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NO.46
OUR LADY OF THE LAKE SCHOOL
PHILOMATH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NO.4
PORTLAND ADVENTIST ACADEMY
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAINIER SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REEDSPORT SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J

U.S. communities Administration Agreement continued

SEASIDE SCHOOL DISTRICT 10
SEVEN PEAKS SCHOOL
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT
SIUSLAW SCHOOL DISTRICT
SOUTH COAST EDUCATION SERVICE DISTRICT
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
VERNONIA SCHOOL DISTRICT 47J
WEST HILLS COMMUNITY CHURCH
WEST LINN WILSONVILLE SCHOOL DISTRICT
WHITEAKER MONTESSORI SCHOOL
YONCALLA SCHOOL DISTRICT NO.32
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
EMMANUAL LUTHERAN SCHOOL
HANAHAU`OLI SCHOOL
ISLAND SCHOOL
KAMEHAMEHA SCHOOLS
KE KULA O S. M. KAMAKAU

Higher Education

BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
CENTRAL OREGON COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLUMBIA GORGE COMMUNITY COLLEGE
GEORGE FOX UNIVERSITY
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
MT. HOOD COMMUNITY COLLEGE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIV.
REED COLLEGE
ROGUE COMMUNITY COLLEGE

U.S. communities Administration Agreement continued

SOUTHWESTERN OREGON COMMUNITY COLLEGE
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
BRIGHAM YOUNG UNIVERSITY - HAWAII
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
UNIVERSITY OF HAWAII AT MANOA

State Agencies

BOARD OF MEDICAL EXAMINERS
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE POLICE
OREGON TOURISM COMMISSION
SEIU LOCAL 503, OPEU
ADMIN. SERVICES OFFICE
HAWAII HEALTH SYSTEMS CORPORATION
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE
STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION

Special/Independent Districts

BAY AREA HOSPITAL DISTRICT
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT
CHEHALEM PARK AND RECREATION DISTRICT
CITY COUNTY INSURANCE SERVICES
CLEAN WATER SERVICES
COLUMBIA 911 COMMUNICATIONS DISTRICT
COLUMBIA RIVER PUD
DESCHUTES COUNTY RFPD NO.2
DESCHUTES PUBLIC LIBRARY SYSTEM
EAST MULTNOMAH SOIL AND WATER CONSERVANCY
GASTON RURAL FIRE DEPARTMENT
GLADSTONE POLICE DEPARTMENT
GLENDALE RURAL FIRE DISTRICT

U.S. communities Administration Agreement continued

HOODLAND FIRE DISTRICT NO.74
HOODLAND FIRE DISTRICT #74
KLAMATH COUNTY 9-1-1
LANE EDUCATION SERVICE DISTRICT
LANE TRANSIT DISTRICT
MALIN COMMUNITY PARK AND RECREATION DISTRICT
MARION COUNTY FIRE DISTRICT #1
METRO
METROPOLITAN EXPOSITION-RECREATION COMMISSION
MONMOUTH - INDEPENDENCE NETWORK
MULTONAH COUNTY DRAINAGE DISTRICT #1
NW POWER POOL
OAK LODGE WATER DISTRICT
PORT OF ST HELENS
PORT OF UMPQUA
REGIONAL AUTOMATED INFORMATION NETWORK
RIVERGROVE WATER DISTRICT
SALEM AREA MASS TRANSIT DISTRICT
SANDY FIRE DISTRICT NO. 72
SUNSET EMPIRE PARK AND RECREATION
THE NEWPORT PARK AND RECREATION CENTER
THE PORT OF PORTLAND
TILLAMOOK PEOPLES UTILITY DISTRICT
TUALATIN HILLS PARK AND RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

Nonprofit & Other

ALLFOURONE/CRESTVIEW CONFERENCE CTR.
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
ALZHEIMERS NETWORK OF OREGON
ASHLAND COMMUNITY HOSPITAL
ATHENA LIBRARY FRIENDS ASSOCIATION
BARLOW YOUTH FOOTBALL
BAY AREA FIRST STEP, INC.
BENTON HOSPICE SERVICE
BIRCH COMMUNITY SERVICES, INC.
BLACHLY LANE ELECTRIC COOPERATIVE
BLIND ENTERPRISES OF OREGON
BONNEVILLE ENVIRONMENTAL FOUNDATION
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
BROAD BASE PROGRAMS INC.
CANBY FOURSQUARE CHURCH

U.S. communities Administration Agreement continued

CANCER CARE RESOURCES
CASCADIA BEHAVIORAL HEALTHCARE
CASCADIA REGION GREEN BUILDING COUNCIL
CATHOLIC CHARITIES
CATHOLIC COMMUNITY SERVICES
CENTRAL BIBLE CHURCH
CENTRAL CITY CONCERN
CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
CHILDPEACE MONTESSORI
CITY BIBLE CHURCH
COAST REHABILITATION SERVICES
COLLEGE HOUSING NORTHWEST
COMMUNITY ACTION TEAM, INC.
COMMUNITY CANCER CENTER
CONFEDERATED TRIBES OF GRAND RONDE
CONSERVATION BIOLOGY INSTITUTE
CONTEMPORARY CRAFTS MUSEUM AND GALLERY
CORVALLIS MOUNTAIN RESCUE UNIT
COVENANT CHRISTIAN HOOD RIVER
COVENANT RETIREMENT COMMUNITIES
DELIGHT VALLEY CHURCH OF CHRIST
DOUGLAS ELECTRIC COOPERATIVE, INC.
EAST HILL CHURCH
EAST SIDE FOURSQUARE CHURCH
EAST WEST MINISTRIES INTERNATIONAL
ELMIRA CHURCH OF CHRIST
EMMAUS CHRISTIAN SCHOOL
EN AVANT, INC.
ENTERPRISE FOR EMPLOYMENT AND EDUCATION
EUGENE BALLET COMPANY
EUGENE SYMPHONY ASSOCIATION, INC.
EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
FAIR SHARE RESEARCH AND EDUCATION FUND
FAITH CENTER
FAITHFUL SAVIOR MINISTRIES
FAMILIES FIRST OF GRANT COUNTY, INC.
FANCONI ANEMIA RESEARCH FUND INC.
FIRST CHURCH OF THE NAZARENE
FIRST UNITARIAN CHURCH
FORD FAMILY FOUNDATION
FOUNDATIONS FOR A BETTER OREGON
FRIENDS OF THE CHILDREN
GOAL ONE COALITION
GOLD BEACH POLICE DEPARTMENT

U.S. communities Administration Agreement continued

GOOD SHEPHERD COMMUNITIES
GRANT PARK CHURCH
GRANTS PASS MANAGEMENT SERVICES, DBA
HEARING AND SPEECH INSTITUTE INC
HELP NOW! ADVOCACY CENTER
HIGHLAND HAVEN
HIGHLAND UNITED CHURCH OF CHRIST
HOUSING AUTHORITY OF PORTLAND
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
IRCO
JUNIOR ACHIEVEMENT
KLAMATH HOUSING AUTHORITY
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
LA GRANDE UNITED METHODIST CHURCH
LANE ELECTRIC COOPERATIVE
LANE MEMORIAL BLOOD BANK
LAUREL HILL CENTER
LIVING WAY FELLOWSHIP
LOCAL GOVERNMENT PERSONNEL INSTITUTE
LOOKING GLASS YOUTH AND FAMILY SERVICES
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
METRO HOME SAFETY REPAIR PROGRAM
METROPOLITAN FAMILY SERVICE
MID COLUMBIA COUNCIL OF GOVERNMENTS
MID-COLUMBIA CENTER FOR LIVING
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
MORNING STAR MISSIONARY BAPTIST CHURCH
MORRISON CHILD AND FAMILY SERVICES
MOSAIC CHURCH
NATIONAL PSORIASIS FOUNDATION
NATIONAL WILD TURKEY FEDERATION
NEW AVENUES FOR YOUTH INC
NEW BEGINNINGS CHRISTIAN CENTER
NEW HOPE COMMUNITY CHURCH
NEWBERG FRIENDS CHURCH
NORTHWEST FOOD PROCESSORS ASSOCIATION
NORTHWEST YOUTH CORPS
OCHIN
OHSU FOUNDATION
OMNIMEDIX INSTITUTE
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
OREGON BALLET THEATRE

U.S. communities Administration Agreement continued

OREGON COAST COMMUNITY ACTION
OREGON DEATH WITH DIGNITY
OREGON DONOR PROGRAM
OREGON EDUCATION ASSOCIATION
OREGON PROGRESS FORUM
OREGON REPERTORY SINGERS
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
OSLC COMMUNITY PROGRAMS
OUTSIDE IN
OUTSIDE IN
PACIFIC CASCADE FEDERAL CREDIT UNION
PACIFIC FISHERY MANAGEMENT COUNCIL
PACIFIC INSTITUTES FOR RESEARCH
PARTNERSHIPS IN COMMUNITY LIVING, INC.
PENDLETON ACADEMIES
PENTAGON FEDERAL CREDIT UNION
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
PORT CITY DEVELOPMENT CENTER
PORTLAND ART MUSEUM
PORTLAND BUSINESS ALLIANCE
PORTLAND HABILITATION CENTER, INC.
PORTLAND SCHOOLS FOUNDATION
PORTLAND WOMENS CRISIS LINE
PREGNANCY RESOUC E CENTERS OF GRETER PORTLAND
QUADRIPLIGICS UNITED AGAINST DEPENDENCY, INC.
REBUILDING TOGETHER - PORTLAND INC.
REGIONAL ARTS AND CULTURE COUNCIL
ROGUE FEDERAL CREDIT UNION
ROSE VILLA, INC.
SACRED HEART CATHOLIC DAUGHTERS
SAIF CORPORATION
SAINT ANDREW NATIVITY SCHOOL
SAINT CATHERINE OF SIENA CHURCH
SAINT JAMES CATHOLIC CHURCH
SALEM ALLIANCE CHURCH
SCIENCEWORKS
SELF ENHANCEMENT INC.
SERENITY LANE
SEXUAL ASSAULT RESOURCE CENTER
SEXUAL ASSAULT RESOURCE CENTER
SHELTERCARE
SHERMAN DEVELOPMENT LEAGUE, INC.
SILVERTON AREA COMMUNITY AID
SISKIYOU INITIATIVE

U.S. communities Administration Agreement continued

SMART
SOCIAL VENTURE PARTNERS PORTLAND
SOUTH COAST HOSPICE, INC.
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
SPARC ENTERPRISES
SPOTLIGHT THEATRE OF PLEASANT HILL
SPRINGFIELD UTILITY BOARD
ST. ANTHONY CHURCH
ST. ANTHONY SCHOOL
ST. MARYS OF MEDFORD, INC.
SUMMIT VIEW COVENANT CHURCH
SUNRISE ENTERPRISES
TENAS ILLAHEE CHILDCARE CENTER
THE CHURCH OF JESUS CHRIST OF LDS
THE EARLY EDUCATION PROGRAM, INC.
THE NEXT DOOR
THE OREGON COMMUNITY FOUNDATION
THE SALVATION ARMY - CASCADE DIVISION
TILLAMOOK CNTY WOMENS CRISIS CENTER
TOUCHSTONE PARENT ORGANIZATION
TRAILS CLUB
TRAINING EMPLOYMENT CONSORTIUM
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
UMATILLA-MORROW ESD
UMPQUA COMMUNITY DEVELOPMENT CORPORATION
UNION GOSPEL MISSION
UNITED CEREBRAL PALSY OF OR AND SW WA
UNITED WAY OF THE COLUMBIA WILLAMETTE
US CONFERENCE OF MENONNITE BRETHREN CHURCHES
US FISH AND WILDLIFE SERVICE
USAGENCIES CREDIT UNION
VIRGINIA GARCIA MEMORIAL HEALTH CENTER
VOLUNTEERS OF AMERICA OREGON
WE CARE OREGON
WESTERN RIVERS CONSERVANCY
WESTERN STATES CENTER
WESTSIDE BAPTIST CHURCH
WILD SALMON CENTER
WILLAMETTE FAMILY
WOODBURN AREA CHAMBER OF COMMERCE
WORD OF LIFE COMMUNITY CHURCH
WORKSYSTEMS INC
YWCA SALEM

U.S. communities Administration Agreement continued

AMERICAN LUNG ASSOCIATION
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
EAH, INC.
EASTER SEALS HAWAII
HALE MAHAOLU
HAWAII AGRICULTURE RESEARCH CENTER
MAUI ECONOMIC DEVELOPMENT BOARD
ORI ANUENUE HALE, INC.
ST. THERESA CHURCH
WAIANAE COMMUNITY OUTREACH
WAILUKU FEDERAL CREDIT UNION

Sample Services/Solutions Projects

Offerors are required to submit a sample Services/Solution Project for each type of Service/Solution Project being proposed. Offerors are encouraged to detail labor categories, labor hours, projected Scope of Work (SOW) and associated price breakdown for a total Service/Solution package.

In addition to the above required submittal, Offerors are required to submit with their RFP response the following sample Services/Solutions Projects.

B. Unified Security Capabilities – Sample SOW

1. Request for Statement of Work

A jurisdiction with a population of approximately 1 million and a work force of 12,000 has a requirement for an upgrade to its enterprise-level asset management system. Below is a brief description of the tasks to be performed.

2. Scope of Services for Asset Management System Upgrade

The scope of the project is to assist the jurisdiction with an upgrade to a current version of a commercially available asset management software application.

The offeror's technical support team will provide the following services:

- Base product installation in the jurisdiction's existing environment
- Preparation of a requirements gap analysis and of recommendations with respect to how to achieve optimal ROI
- On-site customization, user training, report development and knowledge transfer

3. Level of Effort – Cost of Services to be Provided

Below is the labor categories normally associated with this type of project. Offerors shall provide an estimate of the number of hours required, as well as on-site and off-site rates for the work to be performed.

- Project Manager
- Senior Analyst
- Junior Analyst

The SOW should specify key assumptions, offeror's and customer's responsibilities, schedule for completion, deliverables and completion criteria. Each offeror will also note other anticipated direct and indirect costs. Please note that all "final SOWs" (i.e., an SOW submitted to a participating jurisdiction prior to the start of a contract engagement) will include estimated travel expense.

Sample Services/Solutions Projects continued

C. Communications Capabilities – Sample SOW

1. Request for Statement of Work

A jurisdiction with a population of approximately 68,000 and a work force of approximately 450, has a requirement for state-of-the-art Enterprise IP Telephony technology. Below is a brief description of the tasks to be performed.

2. Scope of Services for VOIP

Provide for a Plan, Design, and Implementation of an Enterprise IP Telephony Project. The new IP Telephony infrastructure will support approximately 226 IP Stations across 10 locations. This will be a complete turnkey solution implementation that is reliable, scalable, and flexible.

The offeror shall provide at minimum the following services:

- Planning and Design
- Programming, Advance configuration and testing
- Project Management
- Installation of Routers and Switches
- Installation of AVVID and Voicemail
- Call Manager programming, advance configuration, and testing in the vendor facility
- Telco (Existing and/or new T1 and Analog services will be used at all sites)
- Train the Trainer
- Place and testing of Phones
- Training of end users
- Cutover

The offeror's plan must include, as a minimum, all steps, testing, training, timelines, resources, and milestones necessary to fully satisfy the needs of the jurisdiction.

3. Cost of Services to be provided:

- Labor categories
- Hours
- Equipment
- Any other cost breakdown associated with this sample project

The SOW should specify key assumptions, offeror's and customer's responsibilities, schedule for completion, deliverables and completion criteria. Each offeror will also note other anticipated direct and indirect costs. Please note that all "final SOWs" (i.e., an SOW submitted to a participating jurisdiction prior to the start of a contract engagement) will include estimated travel expense.

Sample Services/Solutions Projects continued

E. Enterprise-wide Imaging – Sample SOW

1. Request for Statement of Work

A jurisdiction with a population of approximately 1 million and a work force of 12,000 has a requirement for enterprise content management and enterprise-wide imaging to scan, classify and capture documents so that their images can be captured through their Documentum/Prodagio application. Once the images have been processed the Documentum/Prodagio system will store the images and allow for them to be routed to the appropriate location within the electronic case record. Below is a brief description of the tasks to be performed.

2. Scope of Services for Enterprise Wide Imaging

The scope of the project is to assist the jurisdiction with scanning virtually all document types and classifying the documents.

The offeror's scanning solution should offer the following solutions:

- Electronically capture images and their associated metadata
- Scan from multiple locations and receive faxed documents
- Color scanning of documents, scan single or multiple page documents, scan documents of various size and condition, scan double-sided documents, and scan to include image enhancement capabilities
- Route documents to individual worker inboxes, site specific holding trays, or case specific holding trays

3. Level of Effort – Cost of Services to be Provided

Below are the labor categories normally associated with this type of project. Offerors shall provide an estimate of the number of hours required, as well as on-site and off-site rates for the work to be performed.

- Project Manager
- On-Site Coordinator
- Imaging and Quality Control Technician

The SOW should specify key assumptions, offeror's and customer's responsibilities, schedule for completion, deliverables and completion criteria. Each offeror will also note other anticipated direct and indirect costs. Please note that all "final SOWs" (i.e., an SOW submitted to a participating jurisdiction prior to the start of a contract engagement) will include estimated travel expense.

Sample Services/Solutions Projects continued

I. Long Term Storage & Retrieval – Sample SOW

1. Request for Statement of Work

A jurisdiction with a population of approximately 1 million and a work force of 12,000 has a requirement for a unified storage environment with multi-protocol support. Below is a brief description of the tasks to be performed.

3. Scope of Services for Unified Storage Architecture Solution

The scope of the project is to assist the jurisdiction with design and implementation of a clustered storage platform to provide a unified storage environment and multi-protocol support.

The offeror's technical support team will provide the following services:

- Analysis of Existing Storage Platforms and attached systems
- Preparation of consolidated Storage Architecture design and implementation plan with respect on how to achieve the following:
 - Improved disk utilization and provisioning
 - Reduce backup windows and improve recovery speed and reliability
 - Improve use of DR infrastructure
 - Generate higher return on investment
- Base product installation in the jurisdiction's existing environment
- Integrate product with jurisdiction's existing environment
- On-site monitoring and validation of product implementation
- Migrate appropriate systems/data to new environment
- On-site admin training and knowledge transfer

3. Level of Effort – Cost of Services to be Provided

Below are the labor categories normally associated with this type of project. Offerors shall provide an estimate of the number of hours required, as well as on-site and off-site rates for the work to be performed.

- Project Manager
- Storage Architect
- Storage Engineer/Administrator

The SOW should specify key assumptions, offeror's and customer's responsibilities, schedule for completion, deliverables and completion criteria. Each offeror will also note other anticipated direct and indirect costs. Please note that all "final SOWs" (i.e., an SOW submitted to a participating jurisdiction prior to the start of a contract engagement) will include estimated travel expense.

Sample Services/Solutions Projects continued

N. Auto-Redaction – Sample SOW

1. Request for Statement of Work

A jurisdiction with a population of approximately 1 million and a work force of 12,000 has a requirement for a modern solution utilizing state-of-the-art technology to automatically redact without human intervention specific required information from a document or image. Below is a brief description of the tasks to be performed.

2. Scope of Services for Auto-Redaction

The scope of the project is to assist the jurisdiction with a day forward solution for automated redaction.

The offeror's technical support team will provide the following services:

- A day-forward redaction product which must include all imaging and user interface toolkits/capabilities to perform accurate and efficient redactions
- A detailed plan delineating the Offeror's perspective on the integration of the redaction software into the jurisdictions applications.
- The plan must include, as a minimum, all steps, testing, training, timelines, resources, and milestones necessary to fully implement the software and its features

3. Level of Effort – Cost of Services to be Provided

Below are the labor categories normally associated with this type of project. Offerors shall provide an estimate of the number of hours required, as well as on-site and off-site rates for the work to be performed.

- Project Manager
- IT Analyst (Trainer)
- System Administrator

The SOW should specify key assumptions, offeror's and customer's responsibilities, schedule for completion, deliverables and completion criteria. Each offeror will also note other anticipated direct and indirect costs. Please note that all "final SOWs" (i.e., an SOW submitted to a participating jurisdiction prior to the start of a contract engagement) will include estimated travel expense.

Sales Force Form

States/Regions	Name of Employee(s) covering State	Title	S.L.E.D Sales 1/1/08-06/30/08
Alabama - AL			
Alaska - AK			
Arizona - AZ			
Arkansas - AR			
California - CA			
Colorado - CO			
Connecticut - CT			
Delaware - DE			
District of Columbia - DC			
Florida - FL			
Georgia - GA			
Hawaii - HI			
Idaho - ID			
Illinois - IL			
Indiana - IN			
Iowa - IA			
Kansas - KS			
Kentucky - KY			
Louisiana - LA			
Maine - ME			
Maryland - MD			
Massachusetts - MA			
Michigan - MI			
Minnesota - MN			
Mississippi - MS			
Missouri - MO			
Montana - MT			
Nebraska - NE			
Nevada - NV			
New Hampshire - NH			
New Jersey - NJ			
New Mexico - NM			
New York - NY			
North Carolina - NC			
North Dakota - ND			
Ohio - OH			
Oklahoma - OK			
Oregon - OR			

Sales Force Form continued

Pennsylvania - PA			
Puerto Rico - PR			
Rhode Island - RI			
South Carolina - SC			
South Dakota - SD			
Tennessee - TN			
Texas - TX			
Utah - UT			
Vermont - VT			
Virgin Island - VI			
Virginia - VA			
Washington - WA			
West Virginia - WV			
Wisconsin - WI			
Wyoming - WY			



Legislation Description

File #: 15-221, **Version:** 1

AUTHORIZATION OF A LICENSE AGREEMENT FOR VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A MONOPALM CELL TOWER AT PYRAMID PEAK WATER TREATMENT PLANT ON CITY PROPERTY

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to execute a license agreement between the City of Glendale and Verizon Wireless (VAW), L.L.C., dba Verizon Wireless, for the installation of a monopalm cell tower at Pyramid Peak Water Treatment Plant on city-owned property.

Background

Verizon Wireless contacted the city to request permission to expand its existing network facilities. This license will allow Verizon Wireless to install a monopalm cell tower at the Pyramid Peak Water Treatment Plant on city-owned property located within the City of Phoenix. Engineering, in conjunction with Water Services and Planning, have partnered with Verizon Wireless on particular design requirements with the understanding of maintaining the security of the city's facilities. Verizon Wireless's infrastructure investment in the West Valley allows them to meet their current and future clients' connection needs and the growing demand for cellular service.

Staff has developed guidelines to standardize the fees charged for wireless cell site license agreements moving forward as shown in the attached document. These guidelines will be followed in negotiating new licenses and renewing licenses as they expire. The fees are consistent for each site and are based upon industry standard, geographical location and comparable rates being charged to competitive wireless carriers by other local municipalities such as Phoenix, Tempe and Scottsdale.

Analysis

- There will be additional construction needed as a result of this action.
- There are no costs incurred by the city as a result of this action.
- This new license agreement falls within Category D of the guidelines.
- This license agreement is for a 10-year term, with a bilateral option to extend the license agreement for an additional three, five-year extension periods.

Community Benefit/Public Involvement

Verizon Wireless's infrastructure investment in the West Valley allows Verizon to meet the cellular service needs of Glendale residents.

Budget and Financial Impacts

The revenue generated from this agreement during the first 10-years of the associated license, including the 3% annual increase is projected at \$400,000. All revenue shall be deposited into the General Fund.

RESOLUTION NO. 4936 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMUNICATIONS SITE LICENSE WITH VERIZON WIRELESS LLC, DBA VERIZON WIRELESS FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF COMMUNICATION EQUIPMENT AT PYRAMID PEAK WATER TREATMENT FACILITY LOCATED AT 67TH AVENUE AND PYRAMID PEAK ROAD IN PHOENIX, ARIZONA.

WHEREAS, the City is the owner of certain real property known as Pyramid Peak Water Treatment Facility located at 67th Avenue and Pyramid Peak Road (the "Property"); and

WHEREAS, Verizon Wireless (VAW) LLC, dba Verizon Wireless, a Delaware limited liability company, desires to install and maintain communication equipment at the said property; and

WHEREAS, the City is willing to grant Verizon Wireless a license to use the said property for the installation and maintenance of the communication equipment subject to the requirements of the License Agreement.

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 a Communication Site License Agreement for Verizon Wireless LLC, dba Verizon Wireless, for the purpose of installation and maintenance of communication equipment at Pyramid Peak Water Treatment Facility located at 67th avenue and Pyramid Peak Road in Phoenix, Arizona. Said license agreement is on file with the City Clerk.

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:

Acting City Manager
l_vaw_pyramid peak.doc

STANDARDIZED FEES FOR WIRELESS COMMUNICATION SITE LICENSE AGREEMENTS

CATEGORY	DESCRIPTION	FEE RANGE
A	Utility company owned transmission poles (i.e. SRP, APS) within public right-of-way and require minimal space for additional facilities or enclosures. There are currently twelve sites within this category.	\$10,000-\$15,000
B	City owned traffic signal poles within public right-of-way and require minimal space for additional facilities or enclosures. There are currently two sites within this category.	\$13,000-\$18,000
C	City parks; wireless facilities are placed on existing field light poles, mono poles, or mono palm trees. Additional space required for equipment and enclosures. There are currently three sites within this category.	\$35,000-\$40,000
D	Other City owned property; wireless facilities are placed on existing flag poles, mono poles, or mono palm trees. Additional space required for equipment and enclosures. There are currently three sites within this category.	\$25,000-\$35,000

LICENSE AGREEMENT
FOR WIRELESS COMMUNICATIONS SITE
IN PYRAMID PEAK WATER TREATMENT FACILITY

This License Agreement (the "Agreement") is effective as of the date of the latter signature below (the "Effective Date"), and is by and between the City of Glendale, an Arizona municipal corporation (the "City"), and Verizon Wireless (VAW) LLC, a Delaware limited liability company, d/b/a Verizon Wireless, whose address is One Verizon Way, Mail Stop 4AW 100, Basking Ridge, New Jersey 07920 ("Licensee").

WHEREAS, the City is the owner of certain real property known as Pyramid Peak Water Treatment Facility located at 67th Avenue & Pyramid Peak Rd, as legally described in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, the City wishes to license to Licensee, and Licensee wishes to license from the City, the "License Area" (as described and defined below) for Licensee's use for a telecommunications facility and related purposes, pursuant to the terms of this Agreement;

THEREFORE, in consideration of the following mutual covenants, terms and conditions, it is hereby agreed as follows:

1. LICENSE AREA.

Pursuant to the terms of this Agreement, Licensor hereby licenses to Licensee the "License Area" (as defined herein) for the duration of the "Term" (as defined below). The "License Area" shall be defined as and include following:

- A. An approximately forty-one foot (41') by eighteen-foot four-inch (18'4") portion of ground space consisting of approximately seven hundred fifty-two (752) square feet (the "Equipment Space"), for Licensee's monopalm antenna structure (the "Monopalm") to be used solely for Licensee's panel antennas (the "Antennas"). The Antennas will be consistent in size, placement and design as described and depicted in the site plans attached as Exhibit "B" attached to the Agreement (the "Site Plans");
- B. An approximately nine-foot (9') by eighteen-foot (18') portion of ground space consisting of approximately one hundred sixty-two (162) square feet for Licensee's proposed parking space ("Parking Space"), together with access and utilities purposes along an eight foot (8') wide right of way connecting the Parking Space to the Equipment Space, and for Licensee's proposed access door; all as particularly described and depicted in the Site Plans;
- C. A twelve-foot (12') wide right of way for an underground conduit and cable route, and for access purposes to and from the Equipment Space, for Licensee's conduits, cables, lines and connections along the route described in the Site Plans.

- D. A four-foot (4') wide right of way for an underground conduit and cable route for Licensee's utilities, including an electrical service and telephone conduit and cable along the route described in the Site Plan.

All of Licensee's equipment, including the Monopalm, the Antennas, the equipment shelter, generator and related appurtenances, transmission lines, conduits and cables shall collectively be referred to herein as the "Communication Equipment").

2. CITY'S REPRESENTATIONS AND WARRANTIES.

- A. The City represents and warrants to Licensee that: (1) the City has full right, power and authority to execute this Agreement; (2) the City has good and unencumbered title to the License Area free and clear of any liens or mortgages, except those disclosed to the Licensee that will not interfere with Licensee's right to use the License Area; and (3) the City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, restrictions, easements, agreements, reservations, mortgages, licenses or other agreements binding on the City for the Licensed Area.
- B. The Licensee has studied and inspected the License Area and accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in subsection (A) immediately above, including any warranties or representations by the City as to its condition or fitness for any particular use. The Licensee has inspected the License Area and obtained such information and professional advice as the Licensee has determined to be necessary related to this Agreement.

3. GRANT OF LICENSE; TERM.

The City grants to Licensee the right to use the License Area subject to the following provisions and conditioned upon Licensee's timely and complete performance of all of its obligations hereunder:

- A. The initial term of this License Agreement shall be for a period of ten (10) years (the "Initial Term"), commencing on the Commencement Date of the agreement (as defined in paragraph 4.C below (the "Commencement Date") first day of the month and ending at 11:59 p.m. on the day immediately preceding the tenth (10th) anniversary thereof, unless sooner terminated as stated herein. This Agreement shall be automatically renewed for no more than three successive five-year Renewal Terms, unless Licensor or Licensee notifies the other party in writing of such party's intent not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term, as applicable.
- B. If Licensee continues to occupy the Licensed Area after the expiration or termination of this Agreement, holding over will not be considered to operate as a

renewal or extension of this Agreement, but shall be a month-to-month license and the Licensee must pay the City fees in an amount that is double the amount of normal license fee that would otherwise be due under Section 4.

- C. Licensee shall not hold-over or continue to occupy the License Area at the conclusion of the expiration of the Initial Term or any subsequent Renewal Period without the express written consent of the City.
- D. Notwithstanding any provision in this License to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Licensee's rights in the License Area are limited to the rights created by this Agreement, which creates only a license in the License Area. The City and the Licensee do not by this instrument intend to create a lease, easement or other real property interest. The Licensee shall have no real property interest in the License Area. Licensee's sole remedy for any breach or threatened breach of this Agreement by the City shall be an action for damages. Licensee's rights hereunder are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the License Area. Notwithstanding the preceding sentence, the City shall provide to Licensee peaceable use and enjoyment of the License Area in accordance with the terms of this Agreement. Licensee's rights hereunder are further 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 Licensee's use thereof.

4. LICENSE FEES; COSTS.

- A. Commencing upon the Commencement Date throughout the duration of the Initial Term and any applicable Renewal Term(s), Licensee shall pay, in advance, and without notice and free from all claims, deductions and setoffs against the City, a license fee in the amount of Thirty-Five Thousand Dollars (\$35,000.00) per annum, plus all appropriate taxes (the "License Fee").
- B. Commencing upon the first annual anniversary of the Commencement Date, the License Fee shall be subject to annual increases in the amount of three percent (3%) over the annual License Fee rate of the previous year.
- C. City and Licensee acknowledge and agree that the initial License Fee payment shall not actually be sent by Licensee until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, Licensee shall send to the City the initial License Fee payment by February 13.

- D. If the Licensee fails to pay any license fee in full on or before the due date, the Licensee is responsible for interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment is made in full.

5. UTILITIES.

Licensee shall pay for all utilities necessary to operate the Communication Equipment, which utilities shall be separately metered from any of the City's utilities.

6. USE RESTRICTIONS.

Licensee's use and occupation of the License Area shall conform to all of the following provisions:

- A. Licensee acknowledges that the License Area is located near city facilities. Licensee shall at all times use its best efforts to minimize any impact that its use of the License Area.
- B. Licensee may remove, relocate (within the License Area), modify, replace or alter in any way any of Licensee's Communication Equipment within the License Area without the City's prior written approval. Licensee shall repair any damage, modification or alteration to the City's property caused by Licensee's use of the Licensed Area to the same condition that existed before the damage or alteration occurred.
- C. Whenever the Licensee performs construction activities within the Licensed Area, the Licensee shall obtain all necessary construction permits and promptly, upon completion of construction, restore the remaining Licensed Area to the condition existing prior to construction to the satisfaction of the City's Project Manager. If the Licensee fails to restore the Licensed Area as required, the City may take all reasonable actions necessary to restore the Licensed Area, and the Licensee, within twenty (20) days of demand and receipt of an invoice, together with reasonable supporting documentation, will pay all of the City's reasonable costs of restoration.
- D. Licensee shall use the License Area solely for installing, operating, maintaining repairing, modifying and removing the Communication Equipment. The Communication Equipment is limited to the equipment and facilities listed in Section 1 above and Exhibit B attached hereto, equivalent or smaller replacement equipment, and such other items as may be approved by the City, in its sole discretion, in writing.
- E. Licensee shall have non-exclusive rights for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle for the construction, installation, operation, maintenance, modification and removal of the Communication Equipment.

- F. Licensee shall at all times have on call and at the City's disposal an active, qualified, competent and experienced representative to supervise the Communication Equipment, who shall be authorized to act for the Licensee in matters pertaining to all emergencies and the day-to-day operation of the Communication Equipment. Such person need not be stationed at the Licensed Area. Licensee shall provide the City's Project Manager or designee with the names, addresses and 24-hour telephone numbers of such persons in writing.
- G. Licensee shall operate the License Area in a first-class manner; shall furnish prompt, clean and courteous service; and shall keep the License Area attractively maintained, orderly, clean and sanitary at all times. Licensee shall not employ any persons in or about the License Area who shall fail to be clean, courteous, efficient and neat in appearance.
- H. There shall be no guaranteed number of parking places available for the License Area.
- I. Licensee acknowledges that the Licensee's use of the License Area shall be subject and subordinate to the City's operation.
- J. Licensee shall not install, operate or allow the use of equipment, methodology or technology that may interfere with the optimum effective use or operation of the City's fire, emergency or other communication equipment, methodology or technology (*i.e.*, voice or other data receiving and/or transmitting equipment) that is presently in use or may be in use in the future. If such interference occurs, Licensee shall immediately discontinue using such equipment, methodology or technology that causes the interference until corrective measures are taken. Any such corrective measures shall be made at no cost to the City. If the City installs any fire, emergency or communication equipment in the Property (outside the License Area), Licensee will take reasonable corrective measures to avoid interference problems between Licensee's Communication Equipment and the City's equipment. The City and Licensee shall promptly use their best reasonable efforts to resolve any interference problems; provided that if the interference problems are unavoidable, the City's right to use the City's own equipment remains paramount to any use of the License Area by Licensee, but Licensee shall have two (2) years prior to being required to discontinue or permanently relocate the Communications Equipment.
- K. Licensee shall not install any signs, other than required safety warning signs or such other signs as are requested or approved by the City. Licensee shall bear all costs pertaining to the erection, installation, maintenance and removal of all of its signs.

7. USE OF HAZARDOUS MATERIAL PROHIBITED

Licensee shall not produce, generate, dispose of, transport, treat, use or store any hazardous waste, hazardous substance, pollutant or contaminant upon or about the Property, including the Licensed Area, in violation of the Arizona Hazardous Waste Management Act, A.R.S. Sec. 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, hazardous substances, pollutants or contaminants. The preceding sentence does not apply to proper and lawful use and disposal of properly maintained "gel-cel" batteries supplying backup electrical power to the Communication Equipment. Licensee shall not use the Property, including the License Area, in a manner that violates with any regulations, permits or approvals issued by any federal or state agency. Except to the extent caused by or arising out of the negligence of the City or its employees and assigns, the Licensee shall defend, indemnify and hold the City harmless against any loss or liability incurred by reason of release or threatened release of any hazardous waste, hazardous substance, pollutant or contaminant the License Area, attributable to the extent such release or threatened release is caused by the Licensee. Licensee shall immediately notify the City and, if applicable, any federal or state agency of any release or threatened release of a hazardous waste, hazardous substance, pollutant or contaminant at any time such release or threat of release is discovered or found to exist. Licensee shall 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 in the Property. Except to the extent caused by or arising out of the negligence of the Licensee or its employees and assigns, the City shall defend, indemnify and hold the Licensee harmless against any loss or liability incurred by reason of release or threatened release of any hazardous waste, hazardous substance, pollutant or contaminant the Property (outside the License Area), attributable to the extent such release or threatened release is caused by the City.

8. LICENSEE'S IMPROVEMENTS; GENERAL REQUIREMENTS.

The following provisions shall govern all improvements, repairs, installation and other construction, removal, demolition or similar work of any description by the Licensee related to the Communication Equipment or the License Area (collectively referred to as the "Licensee's Improvements"):

- A. All of Licensee's Improvements shall be designed, installed and purchased at Licensee's sole expense. In no event, including termination of this Agreement for any reason, shall the City be obligated to compensate the Licensee in any manner for any of Licensee's Improvements or other work undertaken by the Licensee during or related to this Agreement. The Licensee shall timely pay for all such labor, materials and work and all professional and other services related to Licensee's Improvements and shall defend, indemnify and hold harmless the City against all such claims.

- B. All work performed in the License Area by Licensee shall be performed in a workmanlike manner, as reasonably determined by the City, and shall be diligently pursued to completion and in conformance with all building codes and similar requirements. All of Licensee's Improvements shall be high quality, safe, fire resistant, modern in design and attractive in appearance, all as approved by the City. The City's approval shall not be unreasonably withheld, conditioned or delayed.
- C. All of Licensee's Improvements (except for the Communication Equipment) shall become fixtures and part of the City's real property.
- D. Licensee acknowledges that as of the Effective Date, the City has not approved or promised to approve any plans for Licensee's Improvements, except for those improvements already in place or to the extent expressly stated in this Agreement.
- E. Licensee shall diligently pursue the installation of all approved Licensee's Improvements and shall complete installation of all Licensee's Improvements no later than eighteen (18) months after such Licensee's Improvements are approved by the City.
- F. Licensee shall make no initial structural or grading alterations, modifications or, additions or other significant construction work to its own equipment or facilities within the License Area until the City has reviewed and approved all improvements, equipment, fixtures, paint and other construction work of any description as described in all plans delivered by the Licensee to the City. All such plans and construction are subject to inspection and final approval by the City as to colors, materials, site plan, design, function and appearance.
- G. I All changes to utility facilities shall be limited to the License Area and shall be undertaken by the Licensee only with the written consent of the City. Such consent shall not be unreasonably withheld, conditioned or delayed.
- H. All of the Licensee's Improvements shall be designed so as to present uniformity of design, function, appearance and quality throughout and consistency with other improvements located in the Property.
- I. Licensee shall properly mark and sign all excavations and maintain barriers and traffic control in accordance with all applicable laws, regulations and best management practices.
- J. The following procedure shall govern Licensee's submission to the City of all plans for the License Area and Licensee's Improvements, including any proposed changes by the Licensee of previously approved plans:

1. Licensee shall coordinate with the City as necessary on significant design issues prior to submission of plans.
2. Upon execution of this Agreement, the City and the Licensee shall each designate a project manager to coordinate the parties' participation in designing and constructing Licensee's Improvements. Each project manager shall devote such time and efforts 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 License or the Licensee's Improvements.
3. No plans shall be deemed approved until stamped "APPROVED" and dated by the City's project manager.
4. No final plans shall be deemed approved until Licensee delivers to the City a formal certification by an engineer licensed in Arizona acceptable to the City's project manager, certifying that all of the Licensee's Improvements are properly designed to be safe and function as designed and as required by this Agreement. Such certification shall be accompanied by and refer to any backup information and analysis as the City may reasonably require.
5. Licensee acknowledges that the City's project manager's authority with respect to the License Area is limited to the administration of the requirements of this Agreement. Licensee shall be responsible to secure all zoning approvals, design revisions or other governmental approvals and to satisfy all governmental requirements pertaining to the project. The Licensee shall not rely on the City or the City's project manager to initiate or suggest any particular process or course of action for obtaining such approvals.
6. The City's issuance of building permits shall not constitute approval of any plans for purposes of this Agreement. The City's project manager shall be reasonably available to coordinate and assist the Licensee in working through issues that may arise in connection with any plan approvals and requirements.
7. In preparing plans for submittal and approval to the City, Licensee shall include such periods of time that are necessary to conduct all communications and plan revisions to obtain any required City approvals.
8. The City agrees to review, comment on and approve any original or revised plans in accordance with the City's normal plan review time frames and procedures. Licensee, however, will not be given any priority or special consideration over the City's other customers. Any failure by the City to timely process such plans shall not be deemed to be an

approval of any plans submitted by Licensee, but may operate to extend Licensee's construction deadlines.

9. The parties shall use their best reasonable efforts to resolve any design and construction issues to their mutual satisfaction. In the event of an impasse for any reason, final decision authority regarding all design and construction issues shall rest with the City in its reasonable discretion.
10. Licensee shall provide the City with two complete sets of detailed plans and specifications of the work as completed.

9. MAINTENANCE.

Licensee shall, at its own cost, maintain the Communication Equipment, the Licensee's Improvements and all other portions of the License Area during the term of this Agreement.

10. CO-LOCATION.

- A. Licensee shall be permitted to sublicense space to any third party on the Monopalm in Licensee's sole discretion. Subject to subsection (B) below, the Licensee shall at all times use reasonable efforts to cooperate with the City and any third parties in the co-location of additional communication equipment, facilities or structures in the Property. The term "Sublicense" shall apply to any situation by which Licensee allows a third party use of the License Area for co-location, whether it be by formal sublicense, license or other agreement. All rights and responsibilities of Licensee set forth in this Agreement shall be enjoyed by and be binding on any Sublessee. Notwithstanding the above, Licensee may not sublease any ground space within the License Area without the City's prior written consent. In the event any Sublessee subleases space on Licensee's Monopalm, such third party must acquire its own rights to ground space from the City outside of the License Area. In this event, Licensee shall receive one hundred percent (100%) of the fees for that portion of the Sublessee's facilities that are located within the limits of the License Area and the City shall receive one hundred percent (100%) of the license fee, negotiated by the City and Sublessee, for that portion of Sublessee's facilities that are located on the Property outside the License Area. Notwithstanding anything to the contrary herein, Licensee may sublet or sublicense all or any portion of the License Area (including ground space and space on the Monopalm) in the event of a public emergency and/or for safety systems purposes (i.e. police, ambulance, and/or fire), that may be required or ordered by any governmental authority having jurisdiction over Licensee and/or the Property.
- B. Prior to permitting the installation of any third party's co-located communication equipment, facilities or structures in the licensed area, the City shall give the Licensee thirty (30) days' notice of the proposed co-located equipment, facilities or structures so that the Licensee can determine if the additional equipment will interfere with the Communication Equipment. If the Licensee determines that such interference will occur, Licensee shall, within the 30-day notice period, give

the City a detailed written explanation of the anticipated interference, including such supporting documentation as may be reasonably necessary for the City to evaluate the Licensee's position. The City and the Licensee shall promptly use their best reasonable efforts to resolve any interference problems before the City allows the third party to co-locate its equipment, facilities or structures.

11. ASSIGNMENT.

- A. Licensee may only assign this License, upon thirty (30) days' written notice to the City, to any entity controlling, controlled by or under common ownership with the Licensee, or to any entity that, after first receiving all necessary F.C.C. and State regulatory agency approvals, acquires the Licensee's radio communications business and assumes all obligations of the Licensee under this Agreement. All other assignments require the City's prior approval. For assignments requiring City approval, the City may, as a condition of approval, postpone the effective date of the assignment and require that any potential transferee submit biographical and financial information to the City at least sixty (60) days prior to any transfer of Licensee's interest. After reviewing all materials submitted by the proposed assignee, City, in its sole unreviewable discretion, approve or reject the proposed assignment. Any purported assignment that is not approved by the City is null and void and such assignee will not assume Licensee's rights and benefits under this Agreement.
- B. Licensee may, upon notice to the City, mortgage or grant a security interest in this Agreement and the Communication Equipment, and may assign this Agreement and the Communication Equipment to any mortgagees, deed of trust beneficiaries or holders of security interests, including their successors or assigns ("Mortgagees"), provided such Mortgagees agree to be bound by the terms of this Agreement. In such event, the City shall execute such consent to leasehold or other financing as may be reasonably required by Mortgagees. In no event will the Licensee grant or attempt to grant a security interest in any of the real property underlying the License Area.

12. PERFORMANCE BOND. Licensee shall, prior to commencement of construction, provide the City with a performance bond in the amount of \$20,000.00. The performance bond shall be conditioned upon the Licensee's faithful performance of all of its obligations under this Agreement. The bond shall be executed by a surety company duly authorized to do business in the State of Arizona and reasonably acceptable to the City's Project Manager.

13. DEFAULT; TERMINATION BY CITY.

- A. The City may terminate this Agreement by giving Licensee 30 day's written notice after the happening of any of the following events:

1. The failure of Licensee to perform any of its obligations under this Agreement, provided that Licensee fails to cure its default within said 30-day notice period; provided however, Licensee shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Licensee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion so long as the total cure period does not exceed 120 days.
 2. The taking of possession for a period of 10 days or more of substantially all of the personal property used in the License Area belonging to Licensee by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator;
 3. The filing of any lien against the Property because of any act or omission of Licensee that is not discharged within 30 days of receipt of actual notice by Licensee.
- B. The City may place Licensee in default of this Agreement by giving Licensee 15 days' written notice of Licensee's failure to timely pay the fee provided for herein or any other charges required to be paid by Licensee pursuant to this Agreement. During said 15-day notice period, Licensee shall cure said default; otherwise, the City may elect to terminate this Agreement or to exercise any other remedy allowed by law or equity.
- C. If Licensee, through any fault of its own, at any time fails to maintain all insurance coverage required by this Agreement, the City shall have the right, upon written notice to Licensee, to immediately terminate this Agreement or to secure the required insurance at Licensee's expense.
- D. Failure by the City to take any authorized action upon default by Licensee of any of its obligations hereunder shall not constitute a waiver of said default nor of any subsequent default by Licensee. Acceptance of rent and other fees by the City under the terms hereof for any period after a default by Licensee of any of its obligations shall not be deemed a waiver or estoppel of the City's right to terminate this Agreement for any subsequent failure by Licensee to comply with its obligations.
- E. Upon the termination of this Agreement for any reason, all rights of the Licensee shall terminate, including all rights of the Licensee's creditors-trustees and assigns, and all others similarly situated as to the License Area.

14. LICENSEE TERMINATION.

Licensee may terminate this Agreement upon 90 days' written notice to the City after the happening of any of the following events:

- A. Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining Licensee's use of any portion of the License Area and the remaining in force of such injunction for a period of 30 consecutive days.
- B. The inability of Licensee to use any substantial portion of the License Area for a period of 30 consecutive days due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, or Acts of God or the public enemy.
- C. if Licensee is unable to obtain or maintain any license, permit or governmental approval necessary to the construction, installation or operation of the Communication Equipment or Licensee's business.
- D. if the License Area or the Communication Equipment is unacceptable under Licensee 's design or engineering specifications for the communication system to which the Communication Equipment belongs, or is unacceptable for Licensee's reasonable business purposes.
- E. The License Area or the Communication Equipment are destroyed or so damaged that, in Licensee's reasonable judgment, such damage substantially and adversely affects the use of the Communication Equipment. In such event, Licensee shall be entitled to a refund of any prepaid rent.

15. INDEMNIFICATION.

Licensee shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages or claims of whatever nature , including attorney's fees, expert witness fees and costs of litigation, that arise out of any act or omission of Licensee or its agents , employees and invitees (hereinafter referred to collectively as "Licensee" in this Section) in connection with Licensee's operations in the Licensed area and that result directly or indirectly in the injury to or death of any person or the damage to or loss of any property, or that arise out of the failure of Licensee to comply with any provision of this Agreement. The City shall in all instances, except for loss , damages or claims resulting from the sole negligence of the City, be indemnified by Licensee against all such loss, damages or claims, regardless of whether the loss, damages or claims are caused in part by the negligence of the City. The City shall give Licensee prompt notice of any claim made or suit instituted that may subject Licensee to liability under this Section, and Licensee shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection without

relieving Licensee of any obligations hereunder. Licensee's obligations hereunder shall survive any termination of this Agreement or Licensee's activities in the Licensed area.

16. INSURANCE.

Licensee shall procure and at all times maintain the following types and amounts of insurance for its operations in the Property:

- A. Commercial general liability and property damage insurance in the amount of \$5,000,000 combined single limit per occurrence and \$5,000,000 general aggregate.
- B. Comprehensive automobile liability insurance for all owned, non-owned and hired vehicles in the amount of \$5,000,000 combined single limit each accident for bodily injury and property damage per occurrence.
- C. Such other insurance as the City' Project Manager determines to be necessary for Licensee's operations.

Such insurance shall be in a form, from a company reasonably acceptable to City and shall name the City as an additional insured. The insurance must also include contractual liability. Licensee shall provide appropriate certificates of insurance to the City for all insurance policies required by this Section.

17. DAMAGE OR DESTRUCTION.

- A. If the License Area or any of Licensee's Improvements, insurable or uninsurable, are damaged or destroyed (except damage or destruction caused by Licensee as set forth in Subsection B) to such an extent Licensee is prevented from continuing operations, each party shall have the right, in its sole discretion and without cause, to terminate this Agreement by giving the other party written notice of such termination.
- B. If the License Area or any of Licensee's Improvements are damaged or destroyed by any cause whatsoever attributable in whole or in part to any act or omission of Licensee or its agents, employees or invitees, Subsection A shall not apply and this Agreement shall continue in full force or effect. Licensee shall promptly repair or rebuild the License Area or Licensee's Improvements used by the City, including the Pole, and Licensee shall reimburse the City, on demand, for all costs of such work.
- C. There shall be no obligation on the part of the City to reimburse Licensee for the loss or damage to fixtures, equipment or other personal property of Licensee, except for such loss or damage as is caused by the sole negligence of the City. Licensee, for its own protection, may separately insure such fixtures, equipment or other personal property as it so desires.

18. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Agreement, Licensee's right to occupy the License Area and exercise the privileges and rights herein granted shall cease, and it shall surrender and leave the License Area in good condition, normal wear and tear excepted. Unless otherwise provided herein, all trade fixtures, equipment, and other personal property installed or placed by Licensee on the License Area shall remain the property of Licensee, and Licensee shall have the right at any time during the term of this Agreement, and for an additional period of 90 days after its expiration, to remove the same from the License Area; provided that Licensee is not in default of any of its obligations hereunder and that Licensee shall repair, at its sole cost, any damage caused by such removal. Any property not removed by Licensee within said 90-day period shall become a part of the Property, and ownership thereto shall vest in the City; or the City may, at the Licensee's expense, have the property removed.

19. NOTICE.

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 THE CITY: City of Glendale
 Attention: Construction Engineering Manager
 5850 W. Glendale Avenue, Suite 315
 Glendale, AZ 85301

WITH A COPY TO: City of Glendale
 Attention: City Attorney
 5850 West Glendale Avenue, Suite 450
 Glendale, AZ 85301

TO LICENSEE: Verizon Wireless (VAW) LLC,
 d\b\ a Verizon Wireless.
 180 Washington Valley Road
 Bedminster, New Jersey 07921
 Attention: Network Real Estate
 Site Name: PHO Pyramid Peak

Any notice given by certified mail shall be deemed to be received on the next business day after the date of mailing. Either party may designate in writing a different address for notice purposes pursuant to this Section.

20. SEVERABILITY.

Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective, provided that elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations.

21. TAXES AND LICENSES.

- A. Licensee shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax or other exaction evidenced to be 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. In the event that laws or judicial decisions result in the imposition of a real property tax on the interest of the City, such tax shall also be paid by Licensee for the period this Agreement is in effect.
- B. Licensee acknowledges that it may be a "prime lessee," as defined in A.R.S. Sec. 42- 1901, and that it may be subject to excise tax liability under this Agreement pursuant to A.R.S., Title 42, Chapter 13 as a prime lessee of a government property improvement. Licensee further acknowledges that any failure by Licensee to pay taxes due under A.R.S., Title 42, Chapter 13, after notice and an opportunity to cure, shall constitute a default that could result in divesting of any interest in or right to occupancy of the License Area.
- C. Licensee shall, 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.

22. LITIGATION.

This Agreement shall be governed by the laws of the State of Arizona. In the event of any litigation or arbitration between the City and Licensee arising under this Agreement, the successful party shall be entitled to recover its attorney's fees, expert witness fees and other costs incurred in connection with such litigation or arbitration.

23. RULES AND REGULATIONS.

Licensee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the Property including all laws, ordinances, rules and regulations adopted after the Effective Date. Licensee shall display to the City, upon request, any permits, licenses or other evidence of compliance with such laws.

24. RIGHT OF ENTRY RESERVED.

- A. The City shall have the right at all times to enter upon the License Area for any lawful purpose, provided such action does not unreasonably interfere with Licensee's use or occupancy of the License Area and that the City shall have

access to the Communication Equipment itself only with a 24-hour notice, except in emergency situations.

- B. Without limiting the generality of Subsection A, the City and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the License Area at all times to make such repairs, replacements or alterations there to that may, in the opinion of the City, be deemed necessary or advisable and from time to time to construct or install over, in or under the License Area such systems or parts thereof and, in connection with such maintenance, use the License Area for access to other parts of the Property; provided that in the exercise of such right of access, repair, alteration or new construction, the City shall not unreasonably interfere with the use and occupancy of the License Area by Licensee.
- C. If any of Licensee's Improvements shall obstruct the access of the City or any utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems in the Property, and thus shall interfere with the inspection, maintenance or repair of any such system, Licensee shall promptly provide necessary access, as directed by the City or utility company, to the system for inspection, maintenance or repair.
- D. Exercise of any of the foregoing rights by the City or others pursuant to the City's rights shall not constitute an eviction of Licensee, nor be made the grounds for any abatement of rent or claim for damages.

25. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the Parties concerning the matters contained herein and supersedes all prior negotiations, understandings and agreements between the parties concerning such matters. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and shall not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Agreement may be waived or modified except by a writing signed by the party against whom such waiver or modification is sought to be enforced. The terms of this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

26. RELOCATION. The City shall not bear any cost of relocation of existing facilities, irrespective of the function served, where the City facilities or other facilities occupying the License Area or City Right-of-Way in close proximity to the License Area, are already located and the conflict between the Licensee's potential Communication Equipment and existing facilities can only be resolved expeditiously, as determined by the City, by the movement of the existing City or other permitted facilities.

EXECUTED to be effective on the date specified above.

CITY OF GLENDALE,
an Arizona municipal corporation

Richard A. Bowers
Acting City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

LICENSEE:

Verizon Wireless (VAW) LLC,
a Delaware limited liability company,
d/b/a Verizon Wireless

By: _____
Name: Clifton Casey
Its: Executive Director - Network
Date: _____

EXHIBIT A

That portion of the Southeast quarter of the Southwest quarter of Section 30, Township 5 North, Range 2 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the South quarter corner of said Section 30, said point being identical to the North quarter corner of Section 31 as shown on RESULTS OF SURVEY recorded in Book 252, page 33, Records of Maricopa County, Arizona:



THENCE South 88 degrees 32 minutes 32 seconds West, along the South line of the Southeast quarter of the Southwest quarter of said Section 30, a distance of 650.00 feet:

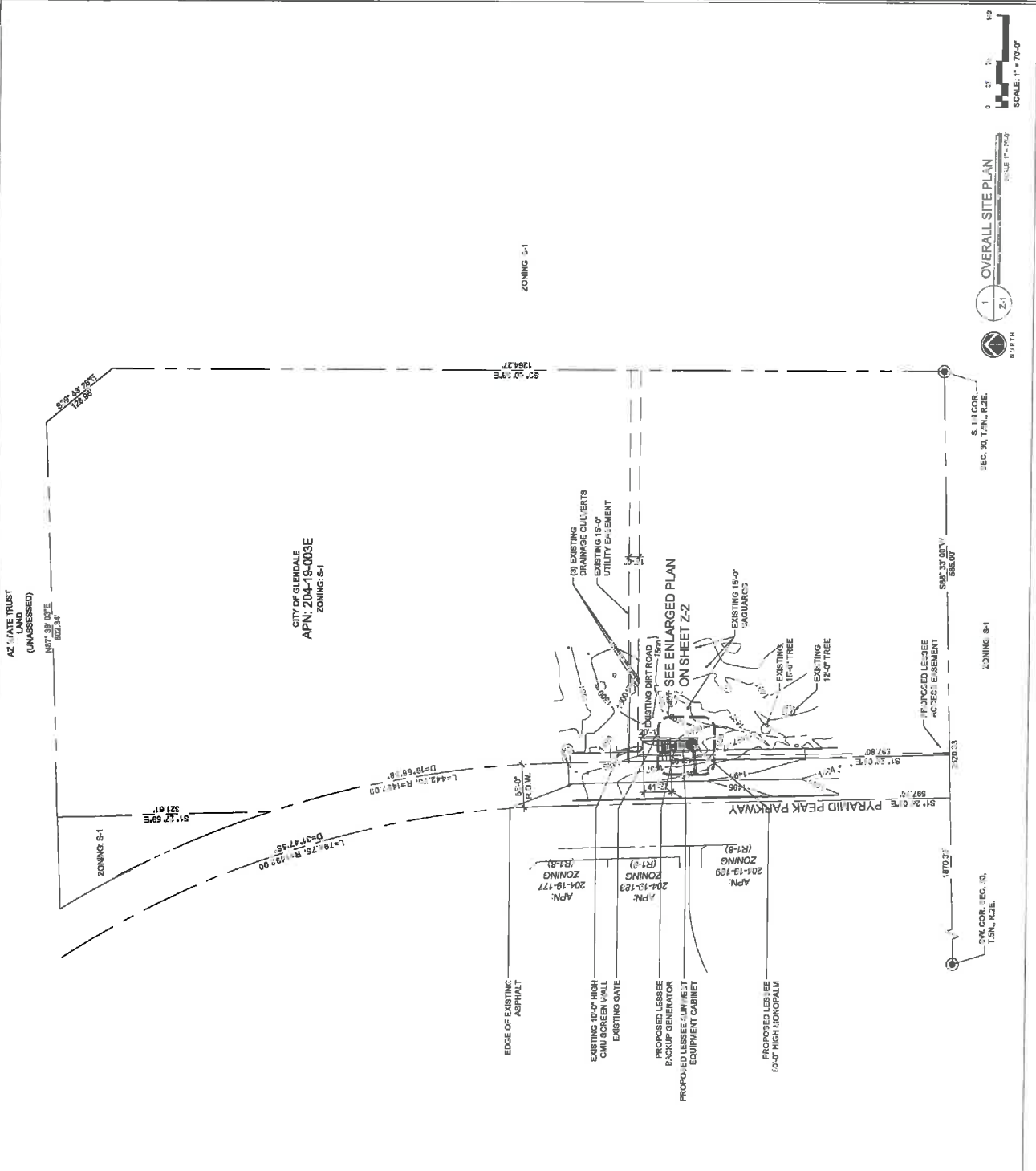
THENCE North 01 degrees 28 minutes 27 seconds West, a distance of 1355.66 feet, to a point on the North line of the Southeast quarter of the Southwest quarter of said Section 30:

THENCE North 87 degrees 38 minutes 35 seconds East, along the North line of the Southeast quarter of the Southwest quarter of said Section 30, a distance of 602.34 feet, to a point on the Southwesterly right of way line of the Central Arizona Project as described in Docket 11511, page 1290, Records of Maricopa County, Arizona:

THENCE South 39 degrees 43 minutes 56 seconds East, along said Southwesterly right of way line, a distance of 128.96 feet, to a point on the East line of the Southeast quarter of the Southwest quarter of said Section 30:

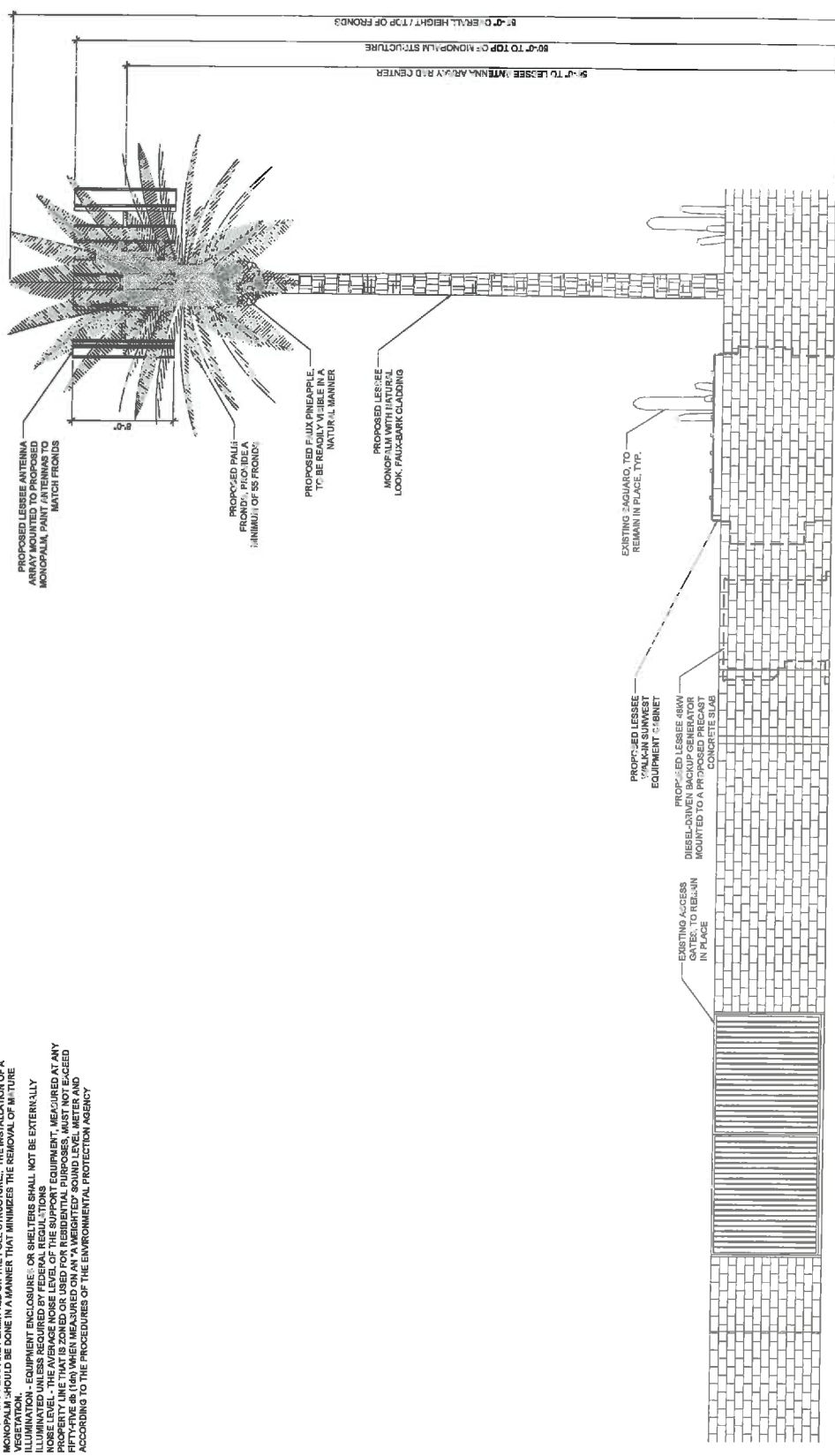
THENCE South 00 degrees 01 minutes 06 seconds East, along the East line of the Southeast quarter of the Southwest quarter of said Section 30, a distance of 1264.27 feet, to the POINT OF BEGINNING.

CLIENT  verizon wireless 128 W. GEMINI DR. TEMPE, AZ 85283	INTERNAL REVIEW _____ DATE _____
	CONSTRUCTION SIGNATURE _____
P.F. SIGNATURE _____	FACILITIES SIGNATURE _____
REAL ESTATE SIGNATURE _____ APPROVED BY _____	young design corp architecture / civil / landscape 10275 E. Via Linda, Scottsdale, AZ 85258 PH: 480 451 8909 FAX: 480 451 5128 www.youngdesign.com copyright © 2014
 This drawing is prepared and the practice of Young Design Corp. is hereby certified to be in compliance with the Arizona State Board of Registration for Professional Engineers and Land Surveyors. It is the responsibility of the engineer or land surveyor to verify that the work shown on this drawing is in compliance with the Arizona State Board of Registration for Professional Engineers and Land Surveyors.	
NO. DATE OF SUBMITTAL PRELIMINARY REVIEW 1 5/21/2014 2 7/17/2014	ARCHITECTS: YDC AND YDC-8881 PROJECT INFORMATION: PHO_PYRAMID PEAK N.E.G. DYNAMIC LAND & PYRAMID PEAK PARKWAY PHOENIX, AZ 85003
SHEET TITLE: SITE PLAN REGISTRATION APPROVAL: _____	
KIV#A #050	
SHEET NUMBER: Z-1	

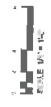


MONDPALM SETBACKS TO RESIDENTIAL PROPERTIES WEST ±172'-9"	MONDPALM SETBACKS TO PROPERTY LINE NORTH ±968'-8" SOUTH ±389'-3" WEST ±225'-3" EAST ±308'-6"
--	--

- MONOPALM:**
- ALL MONOPALMS MUST BE ANATOMICALLY CORRECT AND CONTAIN A MINIMUM OF 55 PALM FRONDS.
 - MONOPALM ARRAY SHALL NOT EXTEND MORE THAN THIRTY (30) INCHES FROM THE STRUCTURE TO WHICH IT IS ATTACHED.
 - THE ENTIRE LENGTH OF THE ANTENNA MUST BE OBTUSED BY THE PALM FROND.
 - THE POLE STRUCTURE MUST BE BUILT OF STEEL OR FIBERGLASS AND CLAD WITH FAUX BARK. THE FAUX BARK SHALL START AT THE BASE OF THE POLE AND CONTINUE TO THE HEIGHT OF THE FIRST PALM FROND. THE FAUX BARK SHALL BE PAINTED TO BLEND WITH THE PALM FRONDS.
 - THE DIAMETER OF THE POLE STRUCTURE MUST NOT EXCEED TWENTY-SIX (26) INCHES AT ITS ALLOCATION POINT.
 - ANTENNAS MUST BE CONCEALED WITHIN THE POLE STRUCTURE.
 - MICROWAVE DISHES SHALL BE LIMITED TO ONE (1) SQUARE FOOT IN SIZE AND MUST BE CONCEALED WITHIN THE TRIMMED LEAF CLUSTER (OFTEN REFERRED TO AS THE "PINEAPPLE") OF THE MONOPALM OR WITHIN THE PALM FRONDS.
 - ALL ATTACHMENTS SHALL BE PAINTED TO BLEND WITH THE PALM FRONDS.
 - NO MORE THAN TWO (2) MICROWAVE DISHES PERMITTED ON EACH MONOPALM.
 - NO CLIMBING PEGS ARE PERMITTED ON THE POLE STRUCTURE. THE INSTALLATION OF A VEGETATION SHOULD BE DONE IN A MANNER THAT MINIMIZES THE REMOVAL OF MATURE VEGETATION.
 - ILLUMINATION - EQUIPMENT ENCLOSURE, OR SHELTERS SHALL NOT BE EXTERNALLY ILLUMINATED UNLESS REQUIRED BY FEDERAL REGULATIONS.
 - PROPERTY LINE THAT IS 500 FEET OR MORE FROM THE PROPERTY LINE SHALL BE FIFTY-FIVE (55) FEET WHEN MEASURED ON AN "A" WEIGHTED SOUND LEVEL METER AND ACCORDING TO THE PROCEDURES OF THE ENVIRONMENTAL PROTECTION AGENCY.



1 PROPOSED WEST ELEVATION
SCALE 1/8" = 1'-0"



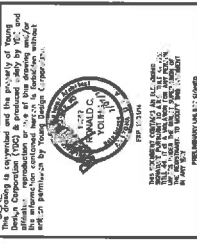
<p>126 W. GEMINI DR. TEMPE, AZ 85283</p>	INTERNAL REVIEW	DATE
	CONSTRUCTOR SIGNATURE	
RF SIGNATURE		
FILED SIGNATURE		
REAL ESTATE SIGNATURE		
PLANS PREPARED BY	<p>Raymond Design Corp 11-45 E. Via Linda, Scottsdale, AZ 85258 ph: 480 451 9608 fax: 480 451 5103 e-mail: ray@raydesign.com</p>	
<p>This drawing is copyrighted and the "Project" of "Raymond Design Corp." It is not to be used, copied, or reproduced in any form without the written permission of Raymond Design Corp. All rights reserved.</p>		
NO	DATE	DESCRIPTION
1	7/22/2014	PRELIMINARY REVIEW
2	7/21/2014	UPDATED
ARCHITECTS JOB NO: YDC-6861 PROJECT REFERENCE:		
PHO_PYRAMID PEAK N.E.C. DYNAMIC BUILDING FRAMED PEAK TOWER PHOENIX, AZ 85068		
SHEET TITLE ELEVATIONS		
SHEET NUMBER Z-3		

CLIENT



INTERNAL REVIEW	DATE
CO-STRUCTURED SIGNATURE	
RF SIGNATURE	
FAILITIES SIGNATURE	
REAL ESTATE SIGNATURE	
PLANS PREPARED BY	

young design corp
 ARCHITECTS / ENGINEERS
 11745E Ave Lander, Suite 100, AZ 85258
 PH: 480 451 9809 FAX: 480 451 9808
 E-MAIL: corporate@youngdesign.com



NO.	DATE	DESCRIPTION
1	1/21/2014	PRELIMINARY REVIEW
2	2/07/2014	UPDATED

ARCHITECTS: YDC-5861
 PROJECT: PHOENIX

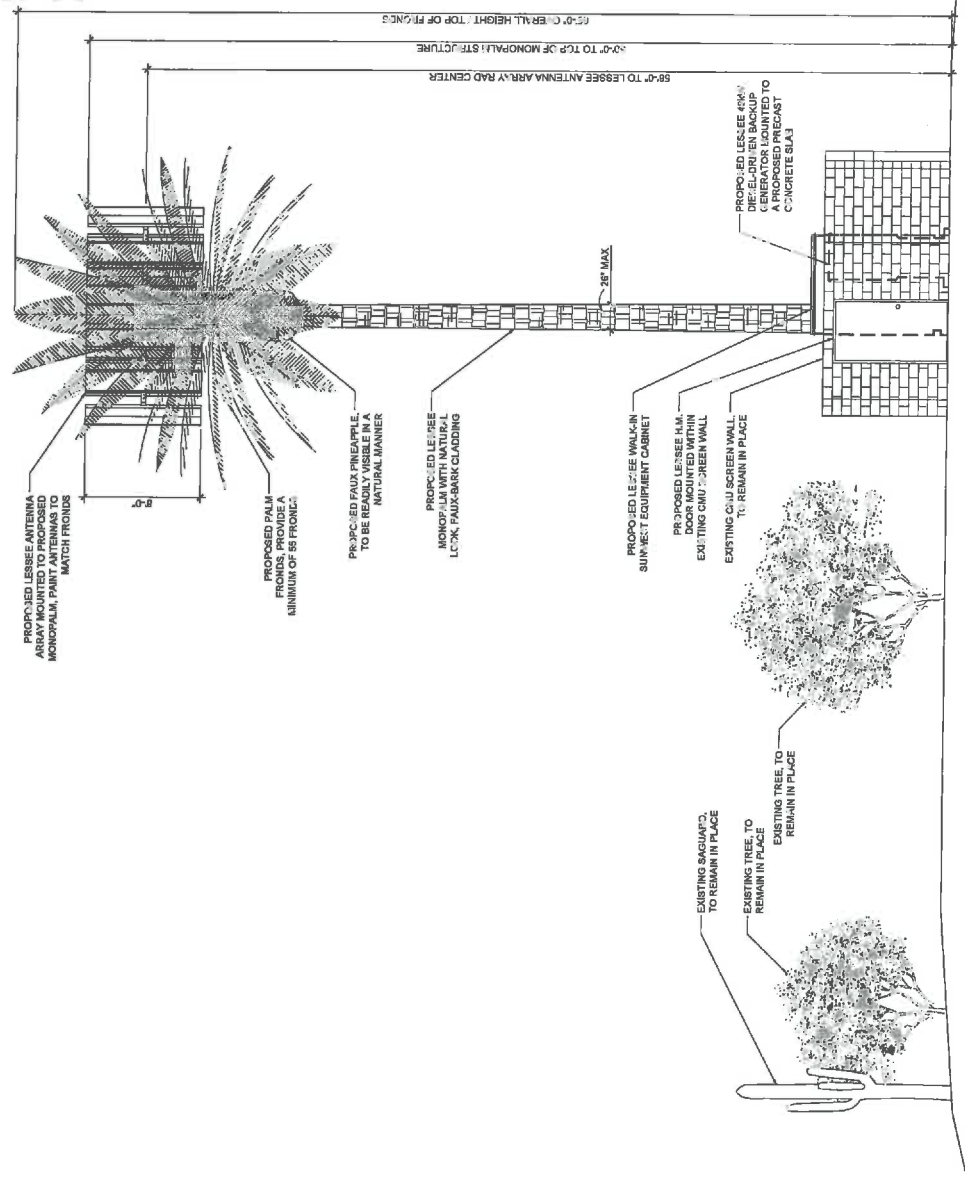
PHO_PYRAMID PEAK
 N.E.C. DRAINAGE BASIN & PYRAMID PEAK PUMP
 PHOENIX, AZ 85008

SHEET TITLE
ELEVATIONS

APPROVAL APPROVAL
 #SO
 KVA#

SHEET NUMBER
Z-4

- MONOPALMS**
- A. ALL MONOPALMS MUST BE ANATOMICALLY CORRECT AND CONTAIN A MINIMUM OF 55 PALM FRONDS.
 - B. ANTENNA ARRAY SHALL NOT EXTEND MORE THAN THIRTY (30) INCHES FROM THE STRUCTURE TO WHICH IT IS ATTACHED.
 - C. THE ENTIRE LENGTH OF THE ANTENNA MUST BE DISGUISED BY THE PALM FRONDS.
 - D. THE POLE STRUCTURE MUST BE BUILT OF STEEL OR FIBERGLASS AND CLAD WITH FAUX BARK. THE POLE STRUCTURE MUST BE PAINTED TO BLEND WITH THE HEIGHT OF THE FIRST PALM FROND ATTACHMENT. THE BARK COLOR OF THE STRUCTURE AND THE ATTACHMENTS MUST BE PAINTED TO BLEND WITH THE PALM FRONDS.
 - E. THE DIAMETER OF THE POLE STRUCTURE MUST NOT EXCEED TWENTY-SIX (26) INCHES AT ITS BASE.
 - F. ALL CABLES MUST BE CONCEALED WITHIN THE POLE STRUCTURE.
 - G. MICROWAVE DISHES SHALL BE LIMITED TO ONE (1) SQUARE FOOT IN SIZE AND MUST BE CONCEALED WITHIN THE TRIMMED LEAF CLUSTER (OFTEN REFERRED TO AS THE "PINEAPPLE") OF THE PALM FRONDS.
 - H. THE TRIMMED LEAF CLUSTER AND DISHES MUST BE EXTERNALLY BENEATH THE PALM FRONDS AND SHALL BE PAINTED TO BLEND WITH THE POLE STRUCTURE.
 - I. NO MORE THAN TWO (2) MICROWAVE DISHES PERMITTED ON EACH MONOPALM.
 - J. MONOPALMS SHOULD BE DONE IN A MANNER THAT MINIMIZES THE REMOVAL OF MATURE VEGETATION.
 - K. ILLUMINATION - EQUIPMENT ENCLOSURES OR SHELTERS SHALL NOT BE EXTERNALLY ILLUMINATED UNLESS REQUIRED BY FEDERAL REGULATIONS.
 - L. MONOPALMS SHALL BE MEASUREMENT EQUIPMENT MEASURED AT ANY PROPERTY LINE THAT IS ZONED OR USED FOR RESIDENTIAL PURPOSES. MEASUREMENT SHALL BE FIFTY-FIVE (55) FEET WHEN MEASURED ON AN "A" WEIGHTED SOUND LEVEL METER AND ACCORDING TO THE PROCEDURES OF THE ENVIRONMENTAL PROTECTION AGENCY.



1 PROPOSED NORTH ELEVATION
 SCALE: 1/8\"/>

PHOTOGRAPHIC SIMULATION

PROPOSED WIRELESS COMMUNICATIONS FACILITY



10245 e via linda suite 211
scottsdale az 85258
480 451 9609 office
480 451 9608 fax

SITE NAME: PHO_PYRAMID PEAK
SITE LOCATION: NO PHYSICAL ADDRESS
DATE: 6/27/2014
APPLICANT:
CONTACT:

SITE LOCATION MAP



2014 cGOOGLE MAPS

The included Photograph Simulation(s) are intended as visual representations only and should not be used for construction purposes. The materials represented within the included Photograph Simulation(s) are subject to change.

EXHIBIT B

(see attached)



PHO_PYRAMID PEAK



EXISTING VIEW -
VIEW 1: LOOKING SOUTH

PHOTOGRAPHIC SIMULATION -
VIEW 1: LOOKING SOUTH



PROPOSED INSTALLATION OF A 65' MONOPALM WITH ANTENNA ARRAY,
INCLUDING EQUIPMENT SHELTER (NOT VISIBLE).





EXISTING VIEW -
VIEW 2: LOOKING NORTH

PHOTOGRAPHIC SIMULATION -
VIEW 2: LOOKING NORTH



PROPOSED INSTALLATION OF A 65' MONOPALM WITH ANTENNA ARRAY,
INCLUDING EQUIPMENT SHELTER (NOT VISIBLE).



EXISTING VIEW -
VIEW 3: LOOKING EAST

PHOTOGRAPHIC SIMULATION -
VIEW 3: LOOKING EAST



PROPOSED ADDITION OF 7' ACCESS DOOR FOR EQUIPMENT COMPOUND.

PHOTOGRAPHIC SIMULATION -
VIEW 4: LOOKING WEST



PROPOSED ADDITION OF EQUIPMENT COMPOUND ENCLOSED BY A CMU WALL.



EXISTING VIEW -
VIEW 4: LOOKING WEST



Legislation Description

File #: 15-222, Version: 1

AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN PUBLIC RIGHT-OF-WAY AT 6626 WEST GREENWAY ROAD

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Policy Guidance

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to execute a license agreement between the City of Glendale and Verizon Wireless (VAW), L.L.C., dba Verizon Wireless, for the installation of a distributed antenna system (small cell) on a city-owned streetlight pole within public right-of-way located at 6626 West Greenway Road.

Background

Verizon Wireless contacted the city to request permission to expand its existing network facilities in Glendale. This license will allow Verizon Wireless to install a small cell antenna on an existing city streetlight within Glendale right-of-way. The existing streetlight pole at this site is a direct bury pole, and it will be necessary for Verizon to install a new pole with a concrete base to support the additional equipment. This will result in structurally enhancing the city's existing infrastructure. Verizon Wireless's infrastructure investment in the West Valley allows them to meet their current and future clients' connection needs and the growing demand for cellular service.

Staff has developed guidelines to standardize the fees charged for distributed antenna system (small cell) license agreements moving forward as shown in the attached document. These guidelines will be followed in negotiating new licenses and renewing licenses as they expire. The fees are consistent for each site and are based upon industry standard, geographical location and comparable rates being charged to competitive wireless carriers by other local municipalities such as Phoenix, Tempe and Scottsdale. Each site will have an antenna base fee, plus a ground equipment fee (if applicable) for the cubic feet of equipment in the right-of-way.

Analysis

- There will be additional construction needed as a result of this action.
- There are no costs incurred by the city as a result of this action.
- This new license agreement falls within Category 1 of the guidelines, with a footprint of less than 50 cubic feet, and will be charged accordingly.
- This license agreement is for a 10-year term, with a bilateral option to extend the license agreement for an additional three, five-year extension periods.

Community Benefit/Public Involvement

Verizon Wireless's infrastructure investment in Glendale allows Verizon to meet the cellular service needs of Glendale residents.

Budget and Financial Impacts

The revenue generated from this agreement during the first 10-years of the associated license, including the 3% annual increase is projected at \$40,000. All revenue shall be deposited into the General Fund.

RESOLUTION NO. 4937 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMUNICATIONS SITE LICENSE WITH VERIZON WIRELESS LLC, DBA VERIZON WIRELESS FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF A SMALL CELL WIRELESS COMMUNICATIONS FACILITY LOCATED WITHIN PUBLIC RIGHT-OF-WAY AT 6626 WEST GREENWAY ROAD IN GLENDALE, ARIZONA.

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 a Communication Site License Agreement for Verizon Wireless LLC, dba Verizon Wireless, for the purpose of installation and maintenance of a small cell wireless communications facility location within public right-of-way at 6626 West Greenway Road in Glendale, Arizona. Said license agreement is on file with the City Clerk.

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:

Acting City Manager

STANDARDIZED FEES FOR DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) LICENSE
AGREEMENTS

Category 1-DAS with antenna(s) mounted on an existing vertical element or pole.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	\$3,368
51-200	\$3,368	\$6,271	\$9,639
201-300	\$3,368	\$9,390	\$12,758
301-400	\$3,368	\$12,493	\$15,861
401 or more	\$3,368	\$15,649	\$19,017
Category 2-DAS with antenna(s) mounted on a new vertical element that is stealth or utilizes alternate concealment when existing vertical elements are not available.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	\$3,564
51-200	\$3,564	\$6,271	\$9,835
201-300	\$3,564	\$9,390	\$12,954
301-400	\$3,564	\$12,493	\$16,057
401 or more	\$3,564	\$15,649	\$19,213
Category 3-DAS with antenna(s) mounted on a new vertical element that is not stealth or concealed in appearance.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	\$4,810
51-200	\$4,810	\$6,271	\$11,081
201-300	\$4,810	\$9,390	\$14,200
301-400	\$4,810	\$12,493	\$17,303
401 or more	\$4,810	\$15,649	\$20,459

**COMMUNICATIONS SITE LICENSE AGREEMENT FOR
VERIZON WIRELESS (VAW) LLC, dba VERIZON WIRELESS,
IN CITY OF GLENDALE RIGHT-OF-WAY**

This Communications Site License Agreement for Verizon Wireless (VAW) LLC, dba Verizon Wireless, in City of Glendale Right-of-Way (“Agreement”) is executed to be effective this ___ day of _____, 2015 (“Effective Date”), between the City of Glendale, an Arizona municipal corporation (“City”), and Verizon Wireless (VAW) LLC, a Delaware limited liability company, dba Verizon Wireless (“Licensee”).

RECITALS

- A. The City is the owner of certain right-of-way located in the City (“Licensed Area”), as more particularly described in the attached Exhibit A.
- B. Licensee desires to install, maintain and operate a “small cell” wireless communications facility (“Small Cell”) in the City’s right-of-way. The equipment includes, but is not limited to communications equipment, antennas, radio amplifiers, radio frequency and optical signal converters, power suppliers and meters, monitoring devices, fiber optic and other cabling, connectors and equipment necessary to serve Licensee’s Small Cell facilities as shown in Exhibit A (collectively, the “Facilities”).
- C. The City is willing to grant the Licensee a license to use the Licensed Area for the operation of the Facilities under the terms of this Agreement, subject to the approval of the Glendale City Council in connection with the public hearing requirements of A.R.S. § 9-551 *et seq.*, and all as implemented by the City’s Project Manager, whose approvals shall not be unreasonably withheld.

AGREEMENT

In consideration of the following mutual covenants, terms and conditions, the Parties agree as follows:

1. LICENSED AREA.

The Licensed Area includes and is limited to the following areas depicted in Exhibit A: i) The area on which the Facilities are located at 6626 West Greenway, or an alternative area in the right-of-way, as approved by the City; and ii) Reasonable access to the Facilities through the public right-of-way.

2. CITY’S REPRESENTATIONS AND WARRANTIES.

- A. The City represents and warrants to the Licensee that: i) the City, and its duly authorized signatory, have full right, power, and authority to execute this Agreement on behalf of the City; ii) the City has good and unencumbered title to

the Licensed Area free and clear of any liens or mortgages, except those disclosed to the Licensee that will not interfere with Licensee's right to use the Licensed Area; and iii) 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.

- B. The Licensee has studied and inspected the Licensed Area and accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in Subsection (2)(A) immediately above, including any warranties or representations by the City as to its condition or fitness for any particular use. The Licensee has inspected the Licensed Area and obtained information and professional advice as the Licensee has determined to be necessary related to this Agreement.

3. GRANT OF LICENSE; TERM.

- A. Nothing in this Agreement will be construed as granting the Licensee the authority to use any property that is owned by any person or entity other than the City.
- B. The initial term of this License Agreement shall be for a period of ten (10) years (the "Initial Term"), commencing on the Commencement Date (as defined in paragraph 4.C below) and ending at 11:59 p.m. on the day immediately preceding the tenth (10th) anniversary thereof, unless sooner terminated as stated herein. This Agreement shall be automatically renewed for no more than three successive five-year Renewal Terms, unless Licensor or Licensee notifies the other party in writing of such party's intent not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term, as applicable.
- C. If Licensee continues to occupy the Licensed Area after the expiration or termination of this Agreement, holding over will not be considered to operate as a renewal or extension of this Agreement, but shall be a month-to-month license and the Licensee must pay the City fees in an amount that is double the amount of normal license fee that would otherwise be due under Section 4.
- D. Notwithstanding any provision in this Agreement to the contrary or any negotiation, correspondence, course of performance or dealing, or any other statements or acts by or between the parties, Licensee's rights in the Licensed Area are limited to the rights created by this Agreement. Licensee's rights are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Licensed Area. Licensee's rights under this Agreement are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or later having jurisdiction over, the Licensed Area or the Licensee's use of the Licensed Area.

4. LICENSE FEES; COSTS; TAXES.

- A. As of the Commencement Date, Licensee shall pay, without notice and free from all claims, deductions and setoffs against the City, an annual license fee in the amount of \$3,368.00 for one (1) street light attachment, including ground equipment with a “footprint” of up to fifty (50) cubic feet, for Licensee’s Facilities and associated equipment within the Licensed Area, plus all appropriate taxes (see Section 23 below) and on each subsequent anniversary of the Commencement Date during the term of this Agreement, up to and including the expiration or earlier termination thereof (“Pole Attachment Fee”).
- B. The Pole Attachment Fee will increase by three percent (3%) annually on each anniversary of the Commencement Date.
- C. The “Commencement Date” shall be defined as the first day of the month immediately following the Effective Date of this Agreement. The first annual license fee shall be paid within forty-five (45) days following the Commencement Date, and all subsequent annual license fees paid in advance on or before the anniversary of the Commencement Date.
- D. If the Licensee fails to pay any fee in full within ten (10) business days after receipt of written notice of delinquency, the Licensee is responsible for interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment is made in full.
- E. Upon submission of plans in connection with the approval of this Agreement, Licensee shall pay the City a dry utility permit fee in accordance with the City’s Community Development Fee Schedule.
- F. Licensee shall pay the City actual costs for inspections, materials testing and other costs incurred by the City as a direct result of the construction, repair, alteration or relocation of the Facilities. All costs shall be paid in full within thirty (30) days of invoice.

5. UTILITIES.

Licensee is responsible for obtaining and paying for all utilities necessary to operate the Facilities.

6. USE RESTRICTIONS.

- A. Subject to the interference provisions set forth below, Licensee shall at all times use reasonable efforts to minimize any impact that its use of the Licensed Area will have on other users of the Licensed Area.
- B. Licensee shall not remove, damage or alter in any way any improvements or personal property of the City upon the Licensed Area without the City’s prior

written approval. Licensee shall repair any damage or alteration to the City's property caused by Licensee's use of the Licensed Area to the same condition that existed before the damage or alteration, reasonable wear and tear excepted.

- C. Whenever the Licensee performs construction activities within the Licensed Area, the Licensee shall obtain all necessary construction permits and promptly, upon completion of construction, restore the remaining Licensed Area to the condition existing before construction to the satisfaction of the City's Project Manager. If the Licensee fails to restore the Licensed Area as required, the City may take all reasonable actions necessary to restore the Licensed Area, and the Licensee, within thirty (30) days of demand and receipt of an invoice, together with reasonable supporting documentation, will pay all of the City's reasonable costs of restoration.
- D. Licensee shall use the Licensed Area solely for constructing, installing, operating, maintaining, repairing, modifying and removing the Facilities. The Facilities are limited to the equipment and facilities listed on Exhibit A and other items as may be approved by the City, in its sole discretion, in writing.
- E. Licensee shall have a non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, for the construction, installation, operation, maintenance, modification and removal of the Facilities. In no event shall the City's use of the Licensed Area be unreasonably interrupted by the Licensee's work. Prior to entering upon the Licensed Area for activities that disrupt vehicular and/or pedestrian traffic, the Licensee shall give the Project Manager or designee at least forty-eight (48) hours advance notice in the manner provided in Section 21 of this Agreement or, in the event of emergency repairs, any prior notice as is practical.
- F. Licensee shall at all times have on call and at the City's access, an active, qualified, and experienced representative to supervise the Facilities, and who is authorized to act for the Licensee in matters pertaining to all emergencies and the day-to-day operation of the Facilities. The Licensee shall provide the Project Manager or designee with the names, addresses and 24-hour telephone numbers of designated persons in writing.
- G. In the vicinity of any above-ground facilities Licensee may have in the Licensed Area, Licensee shall keep the Licensed Area maintained, orderly and clean at all times.
- H. Licensee acknowledges that: i) the Licensee's use of the Licensed Area is subject and subordinate to, and shall not adversely affect, the City's use of the Licensed Area; and ii) the City reserves the right to further develop, maintain, repair, or improve the Licensed Area, provided that City shall reasonably cooperate with Licensee to ensure that Licensee's use and operation of the

Distributed Antenna System (DAS) Facilities is not interfered with or interrupted.

- I. Licensee shall not install any signs in the Licensed Area other than required safety or warning signs or other signs necessary for the use of the Licensed Area as requested or approved by the City. Licensee bears all costs pertaining to the erection, installation, maintenance and removal of all of its signs.

7. HAZARDOUS WASTE.

The Licensee shall not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the Licensed Area in violation of 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. Licensee shall not use the Licensed Area in a manner inconsistent with any regulations, permits or approvals issued by any state agency. City and Licensee acknowledge that Licensee shall be utilizing and maintaining sealed batteries and that Licensee shall use and maintain such batteries pursuant to industry standards and applicable laws. The Licensee shall defend, indemnify and hold the City harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by the Licensee, and shall immediately notify the City of any hazardous waste or toxic substance release at any time discovered or existing upon the Licensed Area. Licensee shall promptly and without request provide the City with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems in the Licensed Area. City shall defend, indemnify and hold Licensee harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by City, its employees, agents or representatives.

8. LICENSEE'S IMPROVEMENTS; GENERAL REQUIREMENTS.

- A. The following provisions govern all improvements, repairs, installation and other construction, removal, demolition or similar work of any description by the Licensee related to the Facilities or the Licensed Area (collectively referred to as the "Licensee's Improvements"):
 - i) In no event, including termination of this Agreement for any reason, is the City obligated to compensate the Licensee in any manner for any of Licensee's Improvements or other work provided by the Licensee during or related to this Agreement. The Licensee shall timely pay for all labor, materials and work and all professional and other services related to Licensee's Improvements and defend, indemnify and hold harmless the City against the same;
 - ii) Licensee shall perform all work in a good, workmanlike manner, and shall diligently complete the work in conformance with all building codes

and similar requirements. Licensee's Improvements shall be commensurate with high quality industry standards as approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed;

- iii) Licensee acknowledges that as of the Effective Date of this Agreement, the City has not approved or promised to approve any plans for the Licensee's Improvements, except for those improvements already in place or to the extent expressly stated in this Agreement;
- iv) Licensee shall make no structural or grading alterations, or similar structural modifications or additions or other significant construction work to the Licensed Area without having first received the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Review shall include all improvements, equipment, fixtures, paint and other construction work of any description as described in all plans delivered by the Licensee to the City. All such plans and construction are subject to inspection and final approval by the City as to materials, design, function and appearance;
- v) Licensee shall keep as-built records of the Licensee's Improvements and furnish copies of records to the City, at no cost to the City, upon completion of improvements and any changes to the same. Licensee shall participate as a member of the Blue Stake Center under A.R.S. § 40-360.21 *et seq.*, regarding underground facilities, and submit proof of participation to the Property Manager upon request;
- vi) All changes to utility facilities shall be limited to the Licensed Area and shall be undertaken by the Licensee only with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed;
- vii) All of the Licensee's Improvements shall, be designed so as to present uniformity of design, function, appearance and quality throughout and consistency with other improvements located in the Licensed Area; and
- viii) Licensee shall properly mark and sign all excavations and maintain barriers and traffic control in accordance with applicable laws, regulations and best management practices.

B. The following procedure governs the Licensee's submission to the City of all plans for the Licensed Area and the Licensee's Improvements, including any proposed changes by the Licensee of previously approved plans:

- i) Licensee shall coordinate with the City as necessary on significant design issues prior to submission of plans;

- ii) Upon execution of this Agreement, the City and the Licensee shall each designate a project manager to coordinate the parties' participation in designing and constructing Licensee's Improvements. Each project manager shall devote time and efforts 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 the Licensee's Improvements;
- iii) No plans are considered finally submitted until the Licensee delivers to the City a formal certification by an engineer licensed in Arizona, acceptable to the Project Manager, to the effect that all of the Licensee's Improvements are properly designed to be safe and functional as designed and as required by this Agreement. The certification shall be accompanied by and refer to any backup information and analysis as the Project Manager may reasonably require;
- iv) No plans are considered approved until stamped "APPROVED" and dated by the City's Project Manager;
- v) Licensee acknowledges that the Project Manager's authority with respect to the Licensed Area is limited to the administration of the requirements of this Agreement. Licensee is responsible to secure all zoning approvals, design revisions or other governmental approvals and to satisfy all governmental requirements pertaining to the project and may not rely on the City or Project Manager to initiate or suggest any particular process or course of action;
- vi) The City's issuance of building permits shall not be considered valid unless the plans have been approved as stated in subsection (iv) above. The City's Project Manager shall be reasonably available to coordinate and assist the Licensee in working through issues that may arise in connection with such plan approvals and requirements;
- vii) The Licensee shall, in the submittal of all plans, allow adequate time for all communications and plan revisions necessary to obtain approvals and shall schedule its performances and revise its plans as necessary to timely obtain all approvals and make payment of all applicable fees;
- viii) Any delay in City's review of or marking Licensee's plans with changes necessary to approve the plans, or approve the revised plans in accordance with the City's normal plan-review procedures, will not be considered approval of the plans but may operate to extend Licensee's construction deadlines. The City agrees to use reasonable efforts to review, mark or approve Licensee's plans in a prompt and timely manner and in conformance with established policies and procedures;

- ix) The Licensee shall provide the City with two (2) complete sets of detailed plans and specifications of the work as completed;
- x) The parties shall use reasonable efforts to resolve any design and construction issues to their mutual satisfaction but, in the event of an impasse for any reason, final decision authority regarding all design and construction issues shall rest with the City in its discretion; and
- xi) Before any construction begins on the Licensed Area, the Licensee shall provide the City with performance bonds, and if considered necessary by the City, payment bonds, in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work and the performance bond shall be solely for the protection of the City, conditioned upon the faithful performance of the required construction work. Bonds shall be executed by a surety company duly authorized to do business in Arizona, and acceptable to the City and shall be kept in place for the duration of the work.

9. LICENSEE'S INITIAL CONSTRUCTION.

No later than eighteen (18) months after the Effective Date, the Licensee shall install the Facilities in the Licensed Area in accordance with all of the specifications contained in the attached Exhibit A. Equipment already in place from previous authorization will also be reflected in Exhibit A.

10. MAINTENANCE.

- A. The Licensee has, at its own cost, all responsibilities for improvements to and maintenance of the Facilities in the Licensed Area during the term of this Agreement.
- B. Licensee, at its expense, shall use reasonable efforts to minimize the visual and operational impacts of the equipment as required by any City Ordinance, permit, or other permission necessary for the installation or use of the Licensed Area.

11. CO-LOCATION.

- A. Subject to subsection (B) below, the Licensee shall, at all times, use reasonable efforts to cooperate with the City or any third parties with regard to the possible co-location of additional equipment, facilities or structures in and around the Licensed Area ("Co-location"). If a Co-location is feasible, the City may, in its sole discretion, negotiate a Co-location license agreement with any third party on terms as the City considers appropriate, not inconsistent with the rights and obligations of the parties under this Agreement. Licensee's consent

in connection with the final determination of Co-location of a third party is not required, provided that Licensee's operations are not interfered with or interrupted. Any fees or charges paid by an additional Co-locator belong solely to the City.

- B. Prior to permitting the installation of a Co-location by any third party in or around the Licensed Area which may interfere with the Licensee's operations, the City shall give the Licensee forty-five (45) days' notice of the proposed Co-location so that the Licensee can determine if the Co-location will interfere with the Facilities. If the Licensee determines that interference is likely, the Licensee shall, within the notice period, give the City a detailed written explanation of the anticipated interference, including supporting documentation as may be reasonably necessary for the City to evaluate the Licensee's position. The City and the Licensee shall promptly use reasonable efforts to resolve any interference problems before the City permits a Co-location to the third party. If a subsequent licensee is permitted to operate near the Licensed Area, and the subsequent licensee's operations materially interfere with Licensee's Facilities, then the City shall direct the subsequent licensee to remedy the interference within seventy-two (72) hours. If the interference is not resolved within this period, then the City will direct the subsequent licensee to cease its operation until the interference is resolved. These same procedures apply to any interference caused by Licensee with respect to any Co-location existing and as configured prior to the installation of Licensee's Facilities.

12. ASSIGNMENT.

- A. Licensee may assign this Agreement, upon thirty (30) days' written notice to the City, to any person or entity controlling, controlled by or under common ownership with the Licensee or Licensee's parent company, or to any person or entity that, acquires the Licensee's business and assumes all obligations of the Licensee under this Agreement. Other assignments require City approval. For assignments requiring City approval, the City may, as a condition of approval, postpone the effective date of the assignment and require that any potential transferee submit reasonable evidence of its financial ability to fully perform under the terms of this Agreement to the City at least thirty (30) days prior to any transfer of the Licensee's interest, in no event will the City unreasonably withhold, condition, or delay its approval to a proposed assignment.
- B. The Licensee may, upon notice to the City, mortgage or grant a security interest in this Agreement and the Facilities, and may assign this Agreement and the Facilities to any mortgagees, deed of trust beneficiaries or holders of security interests, including their successors or assigns ("Mortgagees"), so long as the Mortgagees agree to be bound by the terms of this Agreement. If so, the City shall execute consent to leasehold or other financing as may be reasonably required by Mortgagees. In no event will Licensee grant or attempt to grant a security interest in any of the real property underlying the Licensed Area.

- C. Subject to subsections (A) and (B) above, Licensee shall not sublease any of its interest under this Agreement, nor permit any other person to occupy the Licensed Area.

13. SECURITY DEPOSIT.

- A. Amount of Security Deposit. Within forty five (45) days of the full execution of this Agreement, Licensee agrees to deliver to City a security deposit in the amount of Two Thousand and No/100 Dollars (\$2,000.00). City shall hold the Security Deposit as security for the performance of the Licensee's obligations under this Agreement.
- B. Use of Security Deposit. City may (but is not required to) without prejudice to any other remedy City has, apply all or part of the Security Deposit to:
 - i) Any Rent, including Base Rent, or other sum in default;
 - ii) Any amount that City may spend or become obligated to spend in exercising City's unconditional rights pursuant to Facilities Removal, Restoration or to remove any and all portions of the Facilities that remain on the Licensed Area by the earlier of thirty (30) days following cessation of Licensee's operations at the Licensed Area, or the Expiration Date of this Agreement; and
 - iii) Any expense, loss, or damage that City may suffer because of Licensee's default.
- C. Refund of Security Deposit. Licensee must remove, to City's satisfaction, all elements of the Facilities and all associated improvements of every kind and nature constructed, erected or placed by Licensee on the Licensed Area by the earlier of the thirty (30) days following cessation of Licensee's operations at the Licensed Area, or expiration date of this Agreement in order to secure refund of any portion of its Security Deposit.

14. REGULATORY AGENCIES, SERVICES, FINANCIALS AND BANKRUPTCY.

- A. The Licensee shall upon request provide to the City:
 - i) All non-proprietary and relevant petitions, applications, communications and reports submitted by the Licensee to the Arizona Corporation Commission, inclusive of any requirements under A.R.S. § 40-441 *et seq.*, or other state or federal authority having jurisdiction that directly relates to Licensee's operations in the Licensed Area;
 - ii) Non-proprietary licensing documentation concerning all services of whatever nature being offered or provided by the Licensee over facilities in the Licensed Area. Non-proprietary copies of responses

from regulatory agencies to the Licensee shall be available to the City upon request. To the extent permitted by Arizona's Public Records Law, A.R.S. § 39-121 *et seq.*, the City will treat all documentation and information obtained pursuant to this Section 14 as proprietary and confidential.

- B. The Licensee shall upon request provide the City copies of any petition, application, communications, or other documents related to any filing by the Licensee of bankruptcy, receivership, or trusteeship.

15. DEFAULT; TERMINATION BY CITY.

- A. The City may terminate this Agreement for any of the following reasons upon thirty (30) days' written notice to Licensee:
 - i) Failure of Licensee to perform any obligation under this Agreement, after Licensee fails to cure default within the notice and cure period. However, if cure cannot reasonably be implemented within the notice period, Licensee must commence and diligently pursue to cure within ninety (90) days of the City's notice.
 - ii) The taking of possession for a period of ten (10) days or more of substantially all of Licensee's personal property in the Licensed Area by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator.
 - iii) The filing of any lien against the Licensed Area, or against the City's underlying real property, due to any act or omission of the Licensee that is not discharged or fully bonded within thirty (30) days of receipt of actual notice by the Licensee.
- B. The City may place the Licensee in default of this Agreement by giving the Licensee fifteen (15) days written notice of the Licensee's failure to timely pay the rent required under this Agreement or any other charges required to be paid by the Licensee pursuant to this Agreement. If Licensee does not cure the default within the notice period the City may terminate this Agreement or exercise any other remedy allowed by law or equity.
- C. If the Licensee, through any fault of its own, at any time fails to maintain all insurance coverage required by this Agreement, the City may, upon written notice to the Licensee, immediately terminate this Agreement or secure the required insurance at Licensee's expense.
- D. Failure by a party to take any authorized action upon default by the other party does not constitute a waiver of the default nor of any subsequent default by the other party. City's acceptance of the License Fee or any other fees or

charges for any period after a default by the Licensee is not considered a waiver or estoppel of the City's right to terminate this Agreement for any subsequent failure by the Licensee to comply with its obligations.

- E. Upon the termination of this Agreement for any reason, all rights of the Licensee terminate, including all rights of the Licensee's creditors, trustees and assigns and all others similarly situated as to the Licensed Area.

16. TERMINATION.

- A. This Agreement may be terminated for any of the following reasons:
 - i) By either party upon 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 Licensed Area and remaining in force for a period of thirty (30) consecutive days.
 - ii) By either party upon the inability of the Licensee to use any substantial portion of the Licensed Area for a period of thirty (30) consecutive days due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, or Acts of God or the public enemy.
 - iii) By either party upon ninety (90) days' written notice, if the Licensee is unable to obtain or maintain any license, permit or governmental approval necessary for the construction, installation or operation of the Facilities or the Licensee's business.
 - iv) Provided Licensee is current in all of its financial obligations to the City, by Licensee, for any reason with sixty (60) days' written notice to the City.
- B. In order to exercise the termination provisions above, the party exercising termination must not itself be in default under the terms of this Agreement beyond any applicable grace or cure period and, if not otherwise stated above, provide reasonable written notice to the other party.

17. INDEMNIFICATION.

The Licensee shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, that arise out of any act or omission of the Licensee or its agents, employees and invitees (hereinafter referred to collectively as "Licensee" in this Section) in connection with the Licensee's operations in the Licensed Area and that result directly in the injury to or death of any person or the damage to or loss of any property, or that arise out of the failure of Licensee to comply with any provision of this

Agreement. The City shall in all instances, except for loss, damages or claims resulting from the negligence or willful acts of the City, be indemnified by Licensee against all losses, damages or claims. The City shall give the Licensee prompt notice of any claim made or suit instituted that may subject the Licensee to liability under this Section, and Licensee shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection and at the City's sole cost without relieving the Licensee of any obligations under this Agreement. Licensee's obligations under this Section survive any termination of this Agreement or the Licensee's activities in the Licensed Area.

18. INSURANCE.

- A. The Licensee shall procure and at all times maintain the following types and amounts of insurance for its operations in the Licensed Area:
 - i) Commercial general liability insurance in the minimum amount of \$2,000,000 combined single limit per occurrence for bodily injury and property damage, \$5,000,000 aggregate.
 - ii) Any other insurance, as the City's Project Manager may determine, to be necessary for the Licensee's operations and is commercially reasonable.
- B. Insurance shall:
 - i) Be from a company rated at least A- by AM Best;
 - ii) Name the City as an additional insured on the insurance policy and maintain coverage through the term of the Agreement;
 - iii) Include contractual liability coverage, subject to standard policy provisions and exclusions; and
 - iv) Be primary and non-contributory with respect to all other available sources, as relates to Licensee's negligence.
- C. Licensee shall provide appropriate certificates of insurance to the City for all insurance policies required by this Section. Absence of City request for proof of initial or renewal coverage does not waive any insurance requirements under this paragraph.

19. DAMAGE OR DESTRUCTION / REPLACEMENT POLES.

- A. The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property of the Licensee, except for loss or damage caused by the negligence or fault of the City or its officers,

employees or agents. The Licensee may insure such fixtures, equipment or other personal property for its own protection if it so desires.

- B. Replacement Pole. If the City approves a Licensee proposal to install Antennas on a City-owned pole, then in addition to the other requirements of this Agreement the following shall apply:
- i) Licensee shall provide and deliver to the City a replacement pole (excluding mast arm); so that a replacement is immediately available to City in case the original pole is damaged.
 - ii) If the City uses a replacement pole, then Licensee shall provide another replacement pole.
 - iii) All performance under this paragraph shall be at Licensee's expense. City owns the original pole and all replacement poles.
 - iv) Licensee will provide City with a total of five (5) replacement light poles. Annually, the City may reasonably request additional stock directly in proportion to the number of light pole attachments added by Licensee, but in no event greater than 10% of the total number of Licensee-provided light poles then in City's possession.
 - v) This paragraph does not diminish the plans approval or any other requirement of this Agreement.

20. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Agreement, the Licensee's right to occupy the Licensed Area and exercise the privileges and rights granted under this Agreement shall cease, and it shall surrender and leave the Licensed Area in good condition, normal wear and tear excepted. Unless otherwise provided, all trade fixtures, equipment, and other personal property installed or placed by the Licensee on the Licensed Area shall remain the property of the Licensee, and the Licensee may, at any time during the term of this Agreement, and for an additional period of ninety (90) days after its expiration, remove the same from the Licensed Area so long as Licensee is not in default of any of its obligations, and repairs at its sole cost, any damage caused by the removal. Any property not removed by the Licensee within the 90-day period becomes a part of the Licensed Area, and ownership vests in the City; or the City may, at the Licensee's expense, have the property removed. Licensee's indemnity under this Agreement applies to any post-termination removal operations.

21. NOTICE.

- A. Except as otherwise provided, all notices required or permitted to be given under this Agreement may be mailed by certified mail, return receipt requested, postage prepaid; or sent via national overnight courier to the following addresses:

TO THE CITY: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: Project Manager

WITH A COPY TO: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: City Attorney

TO THE LICENSEE: Verizon Wireless (VAW) LLC,
dba Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

Emergency Contact Phone Numbers:

Licensee NOCC - 800-264-6620

- B. Any notice given by certified mail or overnight courier is considered to be received on the date delivered or refusal to accept. Either party may designate in writing a different address for notice purposes pursuant to this Section.
- C. Under Section 6(E) of this Agreement, all notices of Licensee's intent to enter the Licensed Area shall be provided to the Project Manager, or designee at telephone numbers to be provided to Licensee by separate correspondence upon execution of this Agreement.

22. SEVERABILITY.

If any provision of this Agreement is declared invalid by a court of competent jurisdiction the remaining terms remain effective so long as the elimination of any invalid provision does not materially prejudice either party with regard to its respective rights and obligations. In the event of material prejudice, the adversely affected party may terminate this Agreement.

23. TAXES AND LICENSES.

- A. The Licensee shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax, use tax or other exaction assessed or assessable as a direct result of its occupancy of the Licensed Area under authority of this Agreement, including any tax assessable on the City. If laws or judicial decisions result in the imposition of a real property tax on the interest of the City as a direct result of Licensee's occupancy of the Licensed Area, the tax shall also be paid by the Licensee on a proportional basis for the period this Agreement is in effect.

- B. The Licensee shall, 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.

24. GOVERNING LAW.

This Agreement is governed by the laws of the State of Arizona. If any claim or litigation between the City and the Licensee arises under this Agreement, the successful party is entitled to recover its reasonable attorneys' fees, expert witness fees and other costs incurred in connection with the claim or litigation.

25. RULES AND REGULATIONS.

The Licensee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the Licensed Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. The Licensee shall display to the City, upon request, any permits, licenses or other reasonable evidence of compliance with the law.

26. RIGHT OF ENTRY RESERVED.

- A. The City may, at any time, enter upon the Licensed Area for any lawful purpose, so long as the action does not unreasonably interfere with the Licensee's use or occupancy of the Licensed Area. The City shall have access to the Facilities itself only in emergencies.
- B. Without limiting the generality of the foregoing, the City and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Licensed Area at any time to make repairs, replacements or alterations that may, in the opinion of the City, be necessary or advisable and from time to time to construct or install over, in or under the Licensed Area systems or parts and in connection with maintenance, use the Licensed Area for access to other parts in and around the Licensed Area. Exercise of rights of access to repair, to make alterations or commence new construction will not unreasonably interfere with the use and occupancy of the Licensed Area by the Licensee.
- C. Exercise of any of the foregoing rights by the City or others pursuant to the City's rights does not constitute an eviction of the Licensee, nor are grounds for any abatement of fees or any claim for damages.

27. RELOCATION.

- A. The City shall not bear any cost of relocation of existing facilities, irrespective of the function served, where the City facilities or other facilities occupying the Licensed Area or right-of-way in close proximity to the Licensed Area, are

already located and the conflict between the Licensee's potential Facilities and existing facilities can only be resolved expeditiously, as determined by the City, by the movement of the existing City or other permitted facilities.

- B. The City shall not bear any cost of relocation of Licensee's Facilities, where in the City's discretion, relocation is reasonable and necessary in connection with City right-of-way repairs, improvements or other capital projects affecting the Licensed Area. City shall provide Licensee no less than one hundred forty-five (145) days advance notice of a requirement to relocate. If the City becomes aware of a potential delay involving the Licensee's relocation, the City shall notify the Licensee within thirty (30) days of becoming aware of the potential delay. The Licensee may object in writing to the determination of relocation to the City's Project Manager within thirty (30) days of receipt of the notice to relocate. The Project Manager shall consider the objection and respond in writing to Licensee within thirty (30) days of receipt of the objection. The Project Manager's determination is final. Notwithstanding the foregoing, if the City issues a permit to a private developer, subsequent to the effective date of this Agreement that requires the relocation, or otherwise disturbs Licensee's Facilities, those costs will be borne by the developer.
- C. If Licensee's relocation effort delays construction of a public project causing the City to be liable for delay or other damages, the Licensee shall reimburse the City for those damages attributable to the delay created by the Licensee. If Licensee disputes the amount of damages attributable to the Licensee, the matter shall be referred to the Dispute Resolution Board as defined below. The Dispute Resolution Board shall consist of one member selected by the City, one member selected by the Licensee, and a third member agreed upon by both parties. The member agreed upon by both parties shall be chairperson of the Dispute Resolution Board. Expenses for the Dispute Resolution Board shall be shared equally by the City and the Licensee. The Board will hear the dispute promptly, and render an opinion as soon as possible, but in no case later than sixty (60) days after notification by the City of Licensee's allocated share of damages suffered by the City. All decisions of the Dispute Resolution Board are non-binding on the City and Licensee; however the findings of the Dispute Resolution Board shall be admissible in any legal action. The City and the Licensee shall accept or reject findings of the Dispute Resolution Board within thirty (30) days after receipt of the findings. If damages are assessed by the Dispute Resolution Board, and accepted by the City and the Licensee, the Licensee shall pay the City within thirty (30) days. If the Licensee fails to pay the damages in full within thirty (30) days the Licensee is responsible for interest on the unpaid balance at the rate of 18% per annum from that date until payment is made in full. Nothing herein prevents a mutual agreement between the City and the Licensee to use alternative dispute resolution for disputes related to other Agreement provisions.

28. CONFLICTS OF INTEREST.

This Agreement may be cancelled for conflicts of interest as described under A.R.S. § 38-511.

29. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the parties concerning the subject matter stated and supersedes all prior negotiations, understandings and agreements between the parties concerning those matters. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Agreement may be waived or modified except by a writing signed by the party against whom the waiver or modification is sought to be enforced. Electronic signature blocks do not constitute a signature for purposes of this Agreement. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument. The terms of this Agreement are binding upon and inure to the benefit of the parties' successors and assigns.

[Signatures on the following pages.]

EXECUTED to be effective as of the date shown above.

CITY OF GLENDALE, an Arizona
municipal corporation

Richard A. Bowers
Acting City Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Verizon Wireless (VAW) LLC,
dba Verizon Wireless

By: _____
Brian Mecum
Its: Area Vice President Network
Date: _____

EXHIBIT A

(see attached)

verizon wireless

SITE NAME: PHO_CACTUS-HS_SC
(SMALL CELL)



BITE PHOTO

SHEET INDEX

- T-1 PROJECT INFORMATION AND DATA
- T-2 SITE PLAN
- T-3 ELECTRICAL PLAN
- T-4 ANTENNA LOCATION

CLIENT

VERIZON WIRELESS
1200 W. GEMINI DR.
TEMPE, AZ 85283
PROJECT NO. 1000000000000000

PROJECT DATA

1000000000000000
VERIZON WIRELESS
1200 W. GEMINI DR.
TEMPE, AZ 85283
PROJECT NO. 1000000000000000
CITY OF GLENDALE
2000 E. GLENDALE AVE
GLENDALE, AZ 85305
PHONE: 602.955.3333

PROPERTY OWNER

CITY OF GLENDALE
2000 E. GLENDALE AVE
GLENDALE, AZ 85305
PHONE: 602.955.3333

BITE ADDRESS

1200 W. GEMINI DR.
TEMPE, AZ 85283
PHONE: 602.955.3333

PROJECT DESCRIPTION

THE PROJECT CONSISTS OF THE INSTALLATION OF A SMALL CELL ON THE EXISTING ROOF OF THE BUILDING AT THE CORNER OF 25TH AVENUE AND GREENWAY ROAD. THE PROJECT IS UNLICENSED AND IS NOT A PUBLIC UTILITY.

BITE COORDINATES

LATITUDE: 33° 17' 48.72" N
LONGITUDE: 111° 48' 02.72" W
GROUND ELEVATION: 1130.00' ASL

BITE ELEVATIONS

ROOF: 1130.00' ASL
GROUND: 1130.00' ASL
ANTENNA: 1130.00' ASL

CLIENT
verizon wireless
1200 W. GEMINI DR.
TEMPE, AZ 85283

INTERNAL REVIEW
CONSTRUCTION SIGNATURE
DATE

REAL ESTATE SIGNATURE
PLANS PREPARED BY
young design corp
project management
10315 E. LINDA, SUITE 100
PH: 480.401.9809 FAX: 480.451.9808
e-mail: corporate@youngdesign.com

THESE PLANS ARE PREPARED FOR THE PROPERTY OF VERIZON WIRELESS AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE EXPRESS WRITTEN PERMISSION OF VERIZON WIRELESS.

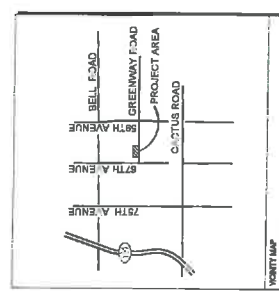
DATE: 7/1/2015
DESCRIPTION: INITIAL

PROJECT INFORMATION
ARCHITECTS: YDC INC.
YDC-8086

PHO_CACTUS-HS_SC
8805 W. GREENWAY RD.
GLENDALE, AZ 85302

TITLE SHEET
JURISDICTION: ARIZONA

SHEET NUMBER
T-1



VERIFY MAP



CLIENT



verizon wireless
128 W. GEMINI DR.
TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
OFF SIGNATURE	
FACILITIES SIGNATURE	
REAL ESTATE SIGNATURE	
PLANS PREPARED BY	

young design corp
architects / project management
10215 E. 1st Ln, Suite 100, Scottsdale, AZ 85258
PH: 480.451.8809 FAX: 480.451.9848
www.youngdesigncorp.com

Professional Engineer
STATE OF ARIZONA
No. 12345
Name: JOHN D. SMITH
Expiration Date: 12/31/2015

NO.	DATE	DESCRIPTION
0	2/11/2015	ISSUED FOR PERMIT

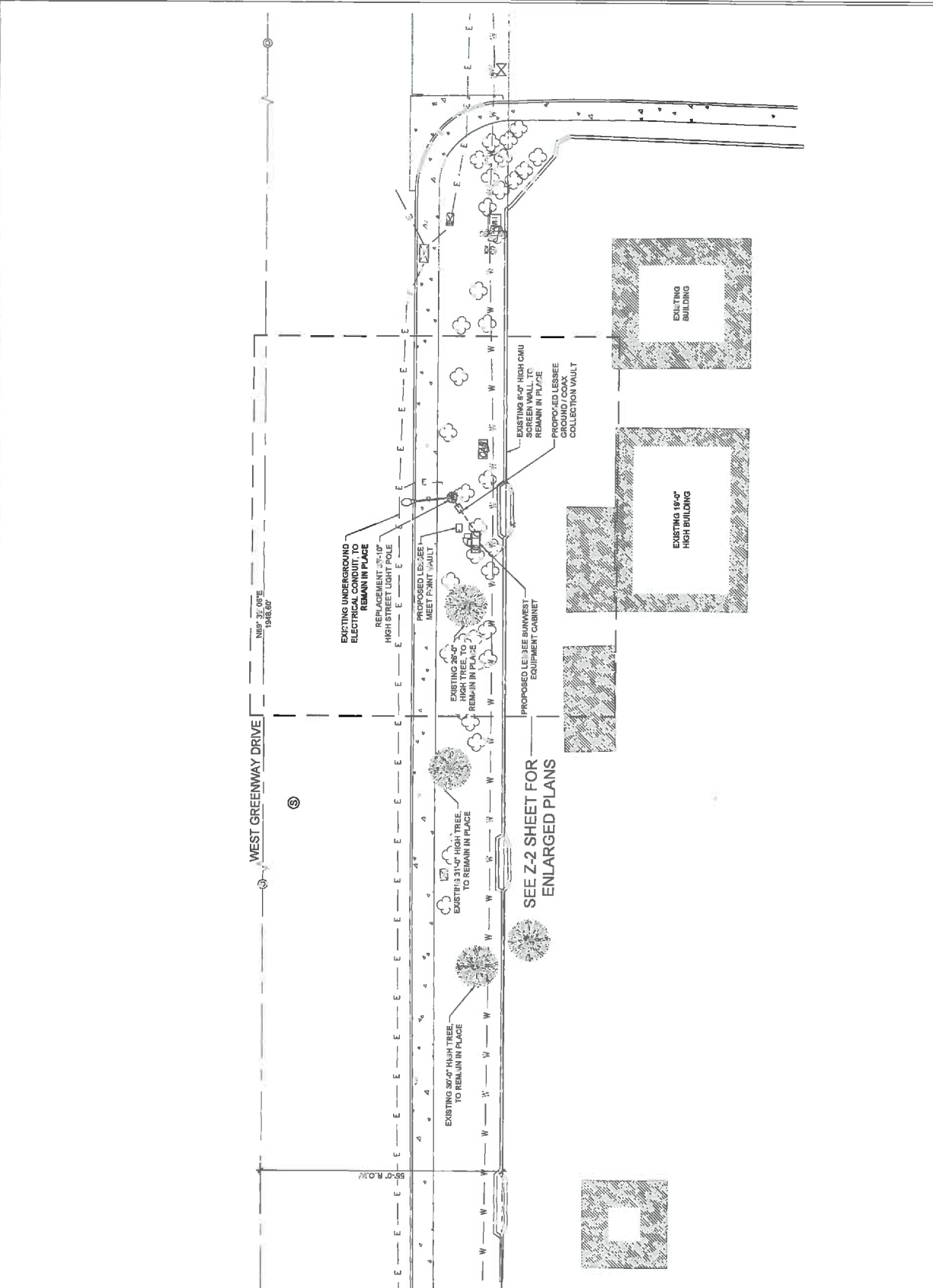
ARCHITECTS JOB NO. YDC-6063
PROJECT INFORMATION

PHO_CACTUS-HS_SC
600 W. GREENWAY RD.
GLENDALE, AZ 85302

SHEET TITLE
OVERALL SITE PLAN

APPROVED FOR SUBMISSION APPROVAL

SHEET NUMBER
Z-1



1 SITE PLAN
Z-1
SCALE: 1" = 10'-0"
APR 14

CLIENT

verizon wireless
126 W. GEMINI DR.
TEMPE, AZ 85283

DATE

CONSTRUCTION SIGNATURE

DATE

RF SIGNATURE

FACILITY SIGNATURE

REAL ESTATE SIGNATURE

PLANS PREPARED BY

soyoung design corp
architectural / project management
10435 E. WINDY LANE, SUITE 100, SCOTTSDALE, AZ 85258
PH: 480-331-8830 FAX: 480-451-8868
www.soyoungdesign.com
soyoungdesign.com

REGISTERED PROFESSIONAL ENGINEER
STATE OF ARIZONA
REGISTERED PROFESSIONAL ENGINEER
NO. 12401
EXPIRES 12/31/2011

DESCRIPTION

0 2/1/12/12 S SUBMITTAL

ARCHITECTS JOB NO. YDC-6069

PROJECT INFORMATION

PHO_CACTUS-HS_SC
6808 W. GREENWAY RD.
GLendale, AZ 85302

SHEET TITLE
ENLARGED SITE PLAN
SITE DETAILS

APPROXIMATION APPROVAL

SHEET NUMBER
L-2

WEST GREENWAY ROAD

EXISTING CONCRETE CURB,
TO REMAIN UNCHANGED.

EXISTING UNDERGROUND
ELECTRICAL CONDUIT, TO
REMAIN IN PLACE.

PROPOSED LESSEE
GROUND
COLLECTOR VAULT

PROPOSED LESSEE
MEET POINT VAULT

PROPOSED LESSEE
UNDERGROUND COAX ROUTE

CAB

EXISTING ELECTRICAL CABINET,
TO REMAIN IN PLACE.

EXISTING UNDERGROUND WATER
LINES, TO REMAIN IN PLACE.

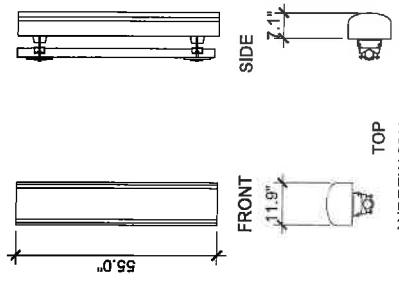
EXISTING 26'-0" HIGH TREE,
TO REMAIN IN PLACE

EXISTING ENKES, TO BE
REMOVED TO ALLOW FOR
PLACEMENT OF PROPOSED
SUMMER EQUIPMENT CABINET

EXISTING 6M1 SCREEN
WILL NOT BE FENCE, TO
REMAIN UNCHANGED

ROOM UNLET PROPERTY LINE

EXISTING BUILDING, TO
REMAIN UNCHANGED



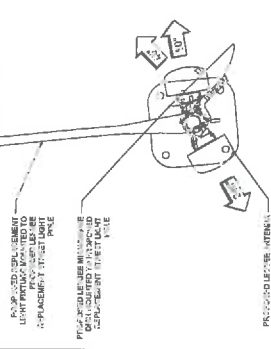
ANDREW SBH-H-1D65A

ANTENNA DETAIL

SECTOR	AZIMUTH	LENGTH	QTY.	SIZE	TYPE
ALPHA	80°	± 47'-0"	4	1/2"	T.B.D.
BETA	240°	± 47'-0"	4	1/2"	T.B.D.
BVW	43°	± 108'-0"	1	1/2"	ECS

NOTE:
ALL DIMENSIONS SHOWN ARE RELATIVE TO TRUE NORTH,
UNLESS NOTED OTHERWISE.
IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY
AZIMUTHS DEPICTED HEREIN WITH RF DEPARTMENT PRIOR
TO INSTALLING ANTENNAS.

COAX CABLE INFORMATION



PROPOSED COAX CABLE ROUTE
PROPOSED LESSEE MEET POINT VAULT
PROPOSED LESSEE GROUND COLLECTOR VAULT

NEW ANTENNA CONFIGURATION

CLIENT

DATE

INTERNAL REVIEW

CONSTRUCTION SIGNATURE

RF SIGNATURE

FACILITIES SIGNATURE

REAL ESTATE SIGNATURE

PLANS PREPARED BY

DATE

PROJECT INFORMATION

ARCHITECTS JOB NO.

PROJECT INFORMATION

SHEET TITLE

ELEVATIONS

CONSTRUCTION APPROVAL

SHEET NUMBER

Z-3

SCALE 1/8" = 1'-0"

1 PROPOSED NORTH ELEVATION

Z-3

SCALE 1/8" = 1'-0"

1 PROPOSED NORTH ELEVATION

Z-3

SCALE 1/8" = 1'-0"

1 PROPOSED NORTH ELEVATION

Z-3

39'-4" OVERALL HEIGHT

35'-10" TO TOP OF PROPOSED LESSEE ANTENNA ARRAY

28'-0" TO RAD CENTER OF PROPOSED LESSEE ANTENNA ARRAY

28'-0" TO RAD CENTER OF PROPOSED LESSEE MICROWAVE DISH

PROPOSED REPLACEMENT LIGHT FIXTURE MOUNTED TO PROPOSED REPLACEMENT STREET LIGHT POLE

PROPOSED LESSEE ANTENNA ARRAY (1) ANTENNA PER SECTOR, TYPE 66 (D) SECTORS, MOUNTED TO PROPOSED REPLACEMENT STREET LIGHT POLE

PROPOSED LESSEE MICROWAVE DISH MOUNTED TO PROPOSED REPLACEMENT STREET LIGHT POLE

EXISTING HOUSE BEYOND TO REMAIN IN PLACE

EXISTING CMU SCREEN WALL BEYOND, TO REMAIN IN PLACE

PROPOSED LESSEE EQUIPMENT MOUNTED TO A PRE-CAST CONCRETE SLAB

PROPOSED LESSEE SUN/WEST GPS ANTENNA

EXISTING PINE TREE

PROPOSED LEC-REE UNDERGROUND COAX ROUTE

PROPOSED PVC STUB OUT FOR ANTENNA & COAX ROUTING

PROPOSED PVC STUB OUT FOR LIGHT POLE ELECTRICAL WIRING

PROPOSED CONCRETE CURB

10245 E Via Linda, Scottsdale, AZ 85258
 PH: 480 451 9833 Fax: 480 451 8108
 e mail: corporate@scottco.com



STATE OF ARIZONA
 REAL ESTATE COMMISSION

REGISTERED PROFESSIONAL ARCHITECT
 STATE OF ARIZONA
 NO. 12345

THIS DRAWING IS THE PROPERTY OF SCOTT CO. ANY REPRODUCTION OR TRANSMISSION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF SCOTT CO. IS PROHIBITED.

DATE: 2/11/2013
 SUBMITTED: []

ARCHITECTS JOB NO.: YDC-8083

PROJECT INFORMATION

SHEET TITLE: ELEVATIONS

CONSTRUCTION APPROVAL

SHEET NUMBER: Z-3

SCALE: 1/8" = 1'-0"

1 PROPOSED NORTH ELEVATION

Z-3

SCALE 1/8" = 1'-0"

1 PROPOSED NORTH ELEVATION

Z-3

SCALE 1/8" = 1'-0"

1 PROPOSED NORTH ELEVATION

Z-3

SCALE 1/8" = 1'-0"

1 PROPOSED NORTH ELEVATION

Z-3

SCALE 1/8" = 1'-0"

1 PROPOSED NORTH ELEVATION

Z-3

SCALE 1/8" = 1'-0"

1 PROPOSED NORTH ELEVATION

Z-3

CLIENT

verizon wireless
126 W. GEMINI DR.
TEMPE, AZ 85283

INTERNAL REVIEW _____ DATE _____

CONSTRUCTION SIGNATURE _____

RF SIGNATURE _____

FACILITIES SIGNATURE _____

REAL ESTATE SIGNATURE _____

WORKS PREPARED BY _____

Young & design corp
 architecture / 10145 E. W. Linda, Scottsdale, AZ 85258
 phone: 480 451 8809 fax: 480 451 8808
 e-mail: corporate@ydc.com

This drawing is prepared and the property of Young & Design Corp. It is to be used only for the project and site specifically mentioned herein. No other use, reproduction or distribution is permitted without the prior written permission of Young & Design Corp.



THE BOARD OF ENGINEERS AND ARCHITECTS
 STATE OF ARIZONA
 LICENSE NO. 10145
 EXPIRES 12/31/2015

NO.	DATE	DESCRIPTION	STATUS
0	2/11/2015	PRELIMINARY DESIGN SHEET	

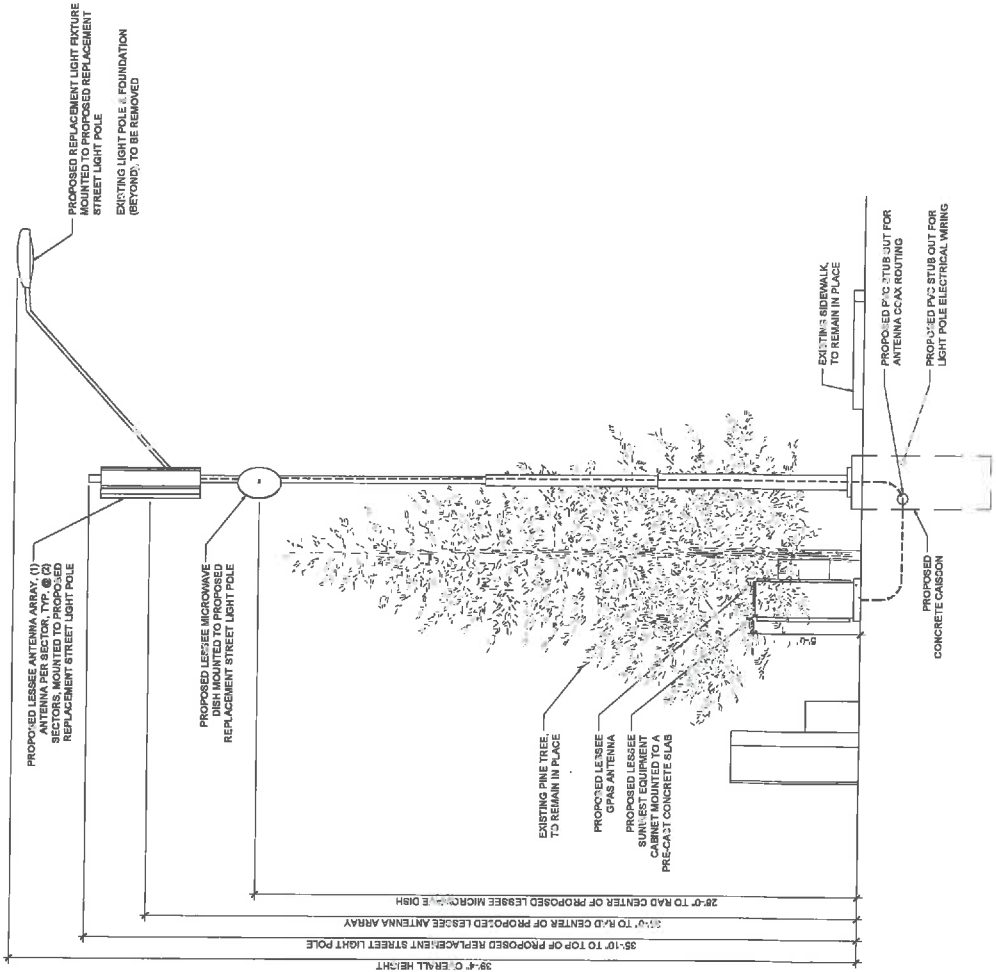
PROJECTS JOB NO. YDC-8063
 PROJECT # YDC-8063

PHO_CACTUS-HS_SC
 6520 W. GREENWAY RD
 GLENDALE, AZ 85301

SHEET TITLE
ELEVATIONS

CONSTRUCTION APPROVAL _____

SHEET NUMBER
Z-4



1 PROPOSED EAST ELEVATION
 SCALE: 1/8" = 1'-0"
 Z-4

EXHIBIT B

(see attached)

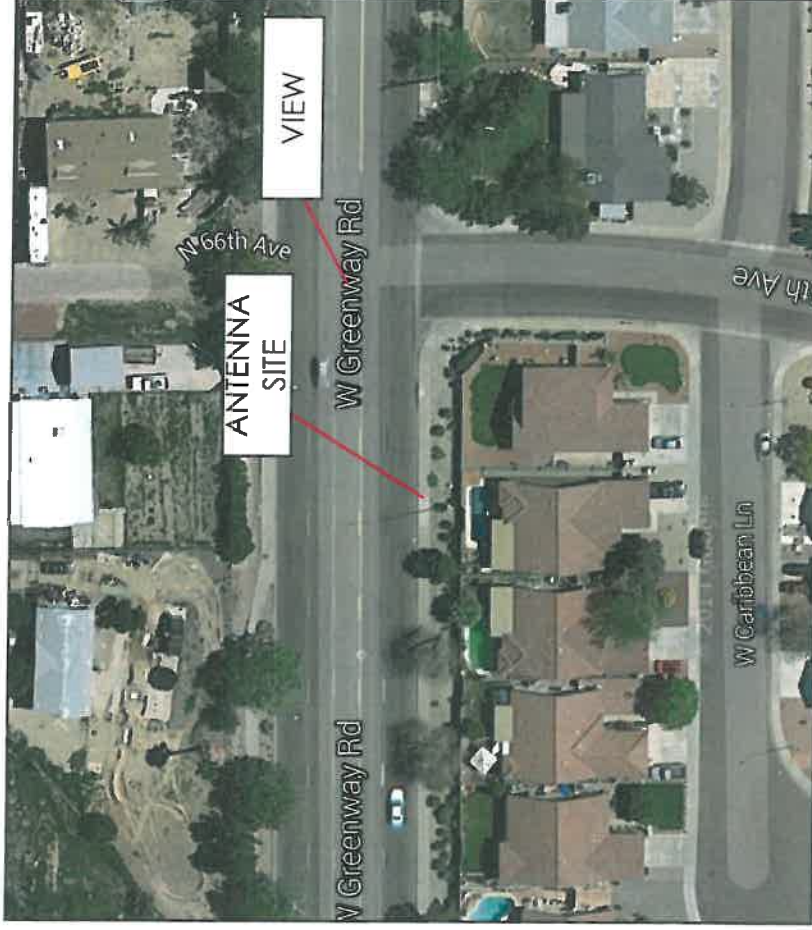
PHOTOGRAPHIC SIMULATION

PROPOSED WIRELESS COMMUNICATIONS FACILITY



SITE NAME: PHO_CACTUS-HS SC
SITE LOCATION: 6626 W. GREENWAY RD.
GLENDALE, AZ 85302
DATE: 2/3/2015
APPLICANT: SHAW AND ASSOCIATES
1222 W. CAVEDALE DR.
PHOENIX, AZ 85085
CONTACT: RICHARD SHAW, ESQ.
(480) 204-1843

SITE LOCATION MAP



2015 GOOGLE MAPS

The included Photograph Simulation(s) are intended as visual representations only and should not be used for construction purposes. The materials represented within the included Photograph Simulation(s) are subject to change.



EXISTING VIEW -
LOOKING SOUTHWEST

PHOTOGRAPHIC SIMULATION -
LOOKING SOUTHWEST



PROPOSED REPLACEMENT 35'10" UTILITY POLE AND INSTALLATION OF MOUNTED LESSEE ANTENNA ARRAY AND MICROWAVE DISH. OVERALL HEIGHT: 39'4". ADDITION OF SOUTHWEST EQUIPMENT CABINET.





Legislation Description

File #: 15-227, Version: 1

AUTHORIZATION TO ENTER INTO AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE GRAND CANAL MULTIUSE PATHWAY

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into the revised Amendment Number One to the intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) for the design and construction of the Grand Canal Multiuse Pathway.

Background

The Grand Canal Multiuse Pathway is included in the Glendale Bicycle Plan, the Parks and Recreation Master Plan and the Maricopa Association of Governments' (MAG) West Valley Multi-Modal Transportation Corridor Master Plan. It provides an important connection within the regional multiuse pathway system and, in particular, will provide a continuous connection between the New River Pathway, which is currently under construction, and activity centers such as Westgate City Center, Gila River Arena and University of Phoenix Stadium. Federal funds for the project have been identified in the MAG Transportation Improvement Plan.

The IGA with ADOT provides funding for design and construction of a 1.5-mile extension of the Grand Canal Multiuse Pathway between Loop 101 and New River following the Bethany Home Road alignment. Specific improvements include a 10-foot-wide concrete multiuse pathway, landscaping and irrigation.

The initial IGA for this project was approved by City Council on September 13, 2011; however, shortly following that approval, ADOT implemented a policy change that suspended self-administration of projects. This policy change mandates that submittals use the ADOT-approved format. On September 23, 2014, Council passed a resolution approving Amendment Number One to the IGA. The amendment addressed format-related submittal requirements only.

Subsequent review by ADOT of Amendment Number One to the IGA that was approved by Council on September 23, 2014, has resulted in ADOT requiring additional changes to the language in the IGA. Substantive changes include the description of the administrative process for the confirmation and invoicing of the city's share of project construction costs, the timing for the determination of final costs or reimbursement, and the timing of the release of any remaining federal funds for both the design and the construction phases of the project. However, these ADOT changes to the IGA do not affect the planned pathway improvements. The revisions to Amendment One of the IGA with ADOT will allow for completion of the design and environmental requirements for this project. Staff anticipates construction to begin in Fiscal Year 2015-16.

Analysis

Overall, MAG has approved federal funding in the amount of \$632,222 toward construction of this project. This amendment identifies ADOT to be responsible for administering the construction of this project and identifies the federal funds available to be used toward construction. To ensure the availability of this federal funding, the design and obligation of construction is required to be completed by June 1, 2015. Approval of the revisions to Amendment Number One to the IGA is one step in the process toward the obligation.

Previous Related Council Action

On September 23, 2014, Council authorized the City Manager to enter into Amendment Number One to the IGA with ADOT for changes to the design submittal requirements for the Grand Canal Multiuse Pathway due to ADOT policy changes to suspend self-administration of projects.

On November 26, 2013, Council authorized the City Manager to enter into Amendment Number Two to the Professional Services Agreement with CH2M HILL for design of both the Maryland Avenue Bike Route Spot Improvements and the Grand Canal Multiuse Pathway due to a recently adopted ADOT policy to suspend self-administration of projects.

On September 13, 2011, Council adopted a resolution authorizing the City Manager to enter into an IGA (C-7772) with ADOT for design and construction of the Grand Canal Multiuse Pathway. This request is an amendment to this approved IGA.

On October 13, 2009, Council authorized the City Manager to enter into a professional services agreement with CH2M HILL for design of multiuse pathways along the Grand Canal and New River, as well as bicycle lanes on Maryland Avenue, from 67th to 75th avenues.

Community Benefit/Public Involvement

Allowing users of multiuse pathways to avoid busy arterial streets will continue to enhance user safety and provide multi-modal transportation options for Glendale residents. The Grand Canal Multiuse Pathway will connect to the New River Multiuse Pathway, provide connectivity with the city's bicycle system and enable residents of southwest Glendale to enjoy bicycle access to Phoenix and other West Valley cities.

In January 2011, city staff sent 487 newsletters to all residents within one-half mile of the Grand Canal Multiuse Project, requesting public input. Eight comments received from the public were all in support of the project. In addition, staff has displayed project information for public input at every GO Transportation Program open house held between 2009 and 2014.

In 2001, voters approved a half-cent transportation sales tax ballot measure, which included the Grand Canal Multiuse Pathway project. This project was also reviewed and approved for inclusion in the GO Transportation Program by the Citizens Bicycle Advisory Committee and the Citizens Transportation Oversight Commission.

Budget and Financial Impacts

Funding for construction will be provided by ADOT using Federal Transportation Enhancement funds of \$632,222. Matching funds for construction are available in the Fiscal Year 2014-15 capital improvement plan in the amount of \$108,668.

While staff does not anticipate additional project costs, should this project exceed the estimate outlined in the IGA, the city will be responsible for the additional costs. Since the funds listed in the IGA are estimates, staff requests flexibility in spending up to 10 percent of the total project cost in additional funds for both design and construction cost overruns.

The operating costs associated with the construction of this project will be absorbed by the GO Transportation operating budget (1660-16590-524400).

Cost	Fund-Department-Account
\$108,668	2210-65030-551200, Multiuse Pathway Grand Canal

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

RESOLUTION NO. 4938 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE CONSTRUCTION OF A PATHWAY ALONG THE GRAND CANAL BETWEEN 107TH AVENUE AND SR101 IN GLENDALE.

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 City enter into Amendment No. 1 to the Intergovernmental Agreement with the State of Arizona, Department of Transportation, for the construction of a pathway along the Grand Canal between 107th Avenue and SR101 in Glendale (IGA/JPA 10-034-I; Amendment 13-0003925-I; Project No. SL619 01D 02D 01C) which agreement is appended hereto and on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager and the City Clerk are hereby 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.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

ADOT File No.: IGA/ JPA 10-034-I
ADOT CAR No.: 13-0000545-I
Amendment No. One: 13-0003925-I
AG Contract No.: P0012011002007
Project: Pathway
Section: Grand Canal between 107th Avenue
and SR101 in Glendale
Federal-aid No.: TEA CM TA GLN-0(203)T
ADOT Project No.: SL619 01D 02D 01C
TIP/STIP No.: GLN09-818; GLN08-802
CFDA No.: 20.205 - Highway Planning
and Construction
Budget Source Item No.: 71615

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF GLENDALE

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. ONE”), entered into this date _____, 2015, pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the “City”). The City and State are collectively referred to as the “Parties.”

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 10-034I, A.G. Contract No. P0012011002007, was executed on October 18, 2011, (the “Original Agreement”);

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the City is empowered by Arizona Revised Statutes § 48-572 to enter into this Amendment No. One and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City; and

NOW THEREFORE, in consideration of the mutual agreements expressed herein, the Parties desire to amend and restate the Original Agreement in its entirety for the purpose of changing construction, contract procurement and administration from City administration to State administration and to document revisions of each Party’s responsibilities including the additional local funds required to modify the contract documents to facilitate the administration of bidding, contract award, and construction of the Project by the State.

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The work proposed under this Agreement consists of the construction of a ten (10) foot-wide concrete pathway along Grand Canal between 107th Avenue and State Route 101L that is divided into two segments. The first segment will be along the south side of Bethany Home Outfall Channel extending from 107th Avenue east to an existing Salt River Project (SRP) maintenance road (approximately 103rd Avenue alignment). The second segment will be along the south side of the Grand Canal extending from 99th Avenue east to SR 101L where it will connect to an existing pathway in the Grand Canal Linear Park that currently dead ends near the northbound freeway on-ramp, hereinafter referred to as the "Project". Amenities include landscaping and irrigation, and signing. These two segments will be separated by a portion of SRP-owned asphalt-paved maintenance road that exists along the south side of the Grand Canal between (an extension of) 103rd Avenue and 99th Avenue. The City is currently seeking a land license agreement with SRP to allow pedestrians and bicyclist to utilize the maintenance road as part of the pathway. The City will be an active, paid party in assisting the State in performing the construction inspections. The City will continue to administer the design and the State will advertise, bid and award the construction of the Project. The City will maintain the pathway and provide electrical power and water required for irrigation.

4. The Project lies within the boundary of the City and has been selected by the City and the survey of the project site has been/or will be completed. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.

5. The City, in order to obtain federal funds for the design and/or construction of the Project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the City and FHWA, including actual construction engineering and administration costs (CE).

6. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and to authorize such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City.

7. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.

8. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

SL619 02D (scoping/final design):

Federal-aid funds @ 100% (capped)	\$ 250,000.00
-----------------------------------	---------------

SL619 01D scoping/final design):

ADOT Project Management & Design Review (PMDR) cost*	<u>\$ 50,000.00</u>
--	---------------------

Subtotal – Scoping/Final Design	\$ 300,000.00
--	----------------------

SL619 01C (construction):

Federal-aid funds @ 94.3% (capped)	\$ 616,945.00
------------------------------------	---------------

Federal-aid Funds for City Inspection Cost @ 94.3% (capped)	\$ 15,277.00
---	--------------

City's match @ 5.7%	\$ 38,215.00
---------------------	--------------

City additional funds @ 100%	<u>\$ 20,453.00</u>
------------------------------	---------------------

Subtotal – Construction** (State administered)	\$ 690,890.00
---	----------------------

Estimated TOTAL Project Cost	\$ 990,890.00
-------------------------------------	----------------------

Summary:

Total Estimated City Funds	\$ 108,668.00
-----------------------------------	----------------------

Total Federal Funds	\$ 882,222.00
----------------------------	----------------------

* (Included in the City Estimated Funds)

** (Includes 15% CE and 5% Project contingencies)

The City has paid and the State has received the City's PMDR costs of \$50,000.00. Once the Project PMDR costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the City, if such project is approved by FHWA and project funds are available.

b. Acknowledge that the City was previously authorized by the State to commence the design and approval process when the Project was designated as a local self-administered project, but that such approval has now been rescinded. Pursuant to this prior State authorization, the City prepared 15% plans, obtained a Categorical Exclusion for the Project and the Project was approved immediately advance to Stage III (60%) submittal to ADOT for review upon receiving a notice to proceed. The State agrees that, upon resubmittal by the City of any documentation previously submitted for the local self-administered Project expiration dates of clearances and approvals will be extended to meet the current project needs, provided any federally-mandated updates and modifications are submitted to support the Project as currently designed.

c. On behalf of the City, perform any additional tasks activities or work necessary to secure the approval of any additional documents required by FHWA to assist the City in qualifying the Project for the Federal funding and to provide the administration of the implementation of the Project, including but not limited to the construction contract procurement and administration of the financial aspects of the Project. Such documents may consist of but are not specifically limited to (1) revisions to the Project Assessment to modify the self-administration aspect of the Project; (2) update the project schedule and construction cost estimate; (3) certain time-sensitive environmental documents; (4) engineering reports, design plans estimates, and specifications; (5) right-of-way and utility clearance documentation, and (6) any other documents essential to the achieve the objectives of this Amendment.

d. Within thirty (30) days of receipt of approved invoices and no more than monthly, reimburse the City with remaining available federal funds for eligible costs incurred for **final design** of the Project. To date, the City has been reimbursed with federal funds in the amount of **\$235,236.00**. Total reimbursement to the City from Federal funds shall not exceed the federal capped amount of \$250,000.00. Any costs incurred prior to the date of authorization for federal funding of the design by FHWA are not eligible for reimbursement, including ADOT's PMDR cost.

e. Upon notification from the City of the completion of design and prior to authorization, invoice the City, for the City's share of Project construction costs currently estimated at **\$58,668.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

f. Upon receipt of the City's estimated share of the Project construction costs, submit all documentation required to FHWA with the recommendation that funding be approved for construction. The State will also request the maximum programmed federal funds for the construction of this Project. Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be responsible for any overage.

g. Upon authorization by FHWA, full deposit of the City's local funds, and with the aid and consent of the City and the FHWA, the State shall proceed to administer construction, advertise for, receive and open bids subject to the concurrence of the FHWA and the City, to whom the award is made for and enter into a contract(s) with a firm(s) for the construction of the Project.

h. Be granted, without cost requirements, the right to enter City right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the City.

i. Notify the City the Project has been completed and is considered acceptable, coordinating with the City as appropriate to turn over full responsibility of the Project improvements. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within ninety (90) days of final acceptance.

j. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The City will:

a. Upon execution of this Agreement, designate the State as authorized agent for the City.

b. Proceed to enter into a contract(s) for the additional design of the Project. Under direct supervision of a registered professional, administer contract(s) for the Project design by the currently contracted consultant and make all payments to the consultant(s). Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs. Costs related to post design services performed by said consultant are not eligible for federal reimbursement, cannot be applied to the local match and, as such, will be entirely at the City's expense. A copy of the contract modification and consultant's notice to proceed shall be submitted to the State within thirty (30) days of issue to the consultant.

c. Upon notice to proceed, move forward with the design for the project and obtain the necessary clearances not already obtained to construct the project. Provide to the State design plans, specifications and other such documents and services required for the State to advertise the project for bids, award a contract, and administer construction of the Project, including design plans and documents required by FHWA to qualify projects for and to receive federal funds. Consult with and copy State on any addendums to be issued during bidding and supplemental agreements issued during construction. Respond to State design review comments as appropriate.

d. Invoice the State for reimbursement of eligible, incurred Project costs at least once every ninety (90) days throughout the scoping/design phase of the Project, or within thirty (30) days of payment to a contractor or consultant. Provide all necessary backup documentation with said invoice. Costs incurred prior to the date of federal funds authorization are not eligible for reimbursement. Total invoiced costs may not exceed **\$250,000.00**, the amount of federal funds programmed for the Project, of which **\$235,236.00** has already been paid to the City.

e. Upon completion of design, within thirty (30) days of receipt of an invoice from the State and prior to bid advertisement, remit to the State, the City's Project construction costs, currently estimated at **\$58,668.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

f. Be responsible for all costs incurred by the State in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

g. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

h. Grant the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, soil and foundation investigations.

i. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the City. Such changes require the prior approval of the State and FHWA. The City shall also be responsible for any contractor claims for additional compensation caused by Project delays attributable to the City. Payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

j. Provide inspection services deemed eligible by the State for City participation, and be reimbursed for these services. All ADOT policies and procedures deemed to be relevant by the State for these services will be applicable as coordinated with the Phoenix Construction District (District) and the ADOT Construction Group. The City, District and Construction Group must mutually approve the city employees who are proposed by the City to assist the State in performing the construction inspections. The City Engineering Director must provide the ADOT Construction Group (for pre-approval) all required and current certifications and chargeable rates (labor and equipment). The City Inspector will report to the ADOT Resident Engineer and must comply with all ADOT hardware/software computer requirements; this includes keeping the computer and any information in as secure location, The City Inspector will remain an employee of the City and will not be considered an employee of the Arizona Department of Transportation during the term of this Agreement. The City will invoice monthly for reimbursement, all charges must be kept current for both payment and federal reporting purposes. The City will be notified of all approvals by the ADOT Construction Group.

k. Upon completion of construction, the City shall provide for, at its own cost and as an annual item in its budget, perpetual and proper maintenance of the pathway, landscaping, and irrigation improvements. Maintenance of the landscaping shall be in accordance with accepted horticultural practices including but not limited to keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticides/herbicides to combat diseases and other pests, pruning, and replanting as required to maintain the landscape as it was designed and established at the completion of the Project, and performing pathway pavement and sidewalk repairs as required to keep the pavements compliant with the Americans with Disabilities Act Accessibility Guidelines.

l. Be responsible for the furnishing of electrical power and water necessary to maintain and operate the irrigation system including but not limited to testing, adjustments, and repairs necessary to keep system in proper working order.

m. Upon completion of the construction phase of the Project, provide an electronic version of the as-built plans to Arizona Department of Transportation Statewide Project Management Group, 205 S 17th Ave, Mail Drop 614E, Phoenix, Arizona 85007.

n. Pursuant to 23 USC 102(b), repay all federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right-of-way acquisition or construction within ten (10) years after federal funds were first made available.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty (30) days written

notice to the other party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The City acknowledges that the eventual actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the City agrees to furnish and provide the difference between actual costs of the Project and the federal funds received.

4. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

5. The cost of the project under this Agreement includes indirect costs approved by the FHWA, as applicable.

6. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

7. The City acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000 or more (prior to 12/26/14) and (\$750,000 or more on or after 12/26/14) of Federal assistance (Federal funds, Federal grants, or Federal awards) are required to comply by having an independent audit. A copy (paper or electronic) of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine (9) months of the sub recipient fiscal year end.

ADOT – FMS
Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
Singleaudit@azdot.gov

8. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

9. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

10. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

11. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

12. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

13. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

14. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

15. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Glendale
Engineering Department
Attn: William A. Passmore
5850 West Glendale Avenue
Glendale, AZ 85301
Phone (623) 930-3647

THIS AMENDMENT NO. ONE shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

CITY OF GLENDALE

STATE OF ARIZONA

Department of Transportation

By _____
RICHARD A. BOWERS
Acting City Manager

By _____
STEVE BOCSHEN, P.E.
ITD Division Director

ATTEST:

By _____
PAMELA HANNA
Clerk

ADOT File No.: IGA/ JPA 10-034-I
CAR No.: 13-0000545-I
Amendment No. One: 13-0003925-I

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GLENDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.

DATED this _____ day of _____, 2015.

City Attorney



Legislation Description

File #: 15-234, Version: 1

AUTHORIZATION TO ENTER INTO A TEMPORARY PARKING AGREEMENT WITH THE NEW WESTGATE, LLC FOR THE USE OF WESTGATE FINAL PLAT, LOT 5

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to approve a Temporary Parking Agreement with The New Westgate, LLC (TNW) for the purpose of securing temporary parking on Westgate Final Plat, Lot 5.

Background

The city has a contractual obligation with the Arizona Sports and Tourism Authority (AZSTA) and the Arizona Cardinals to provide a total of 11,000 parking spaces in and around the Sports and Entertainment District, with a minimum of 6,000 parking spaces to be provided within Westgate City Center. Until full build-out of the Westgate Planned Area Development (PAD), it has always been the understanding of the parties involved that parking may need to be relocated within the Westgate Final Plat as necessary to accommodate new development while maintaining the minimum number of parking spaces required by all parties.

In 2012, with the construction of the Tanger Factory Outlet Mall, the city was required to identify replacement parking in order to meet the city's parking obligations. Staff negotiated with TNW for the use of Westgate Final Plat, Lot 5, generally located to the south of the southwest corner of Glendale and 91st Avenues. The city and TNW agreed to share the costs associated with constructing 1,679 temporary replacement parking spaces in order to meet the city's requirement to provide a minimum of 6,000 parking spaces within Westgate City Center. City Council subsequently approved Temporary Parking Agreements between the city and TNW for use of Westgate Final Plat, Lot 5 for fiscal years ending 2013, 2014 and 2015. The term of the most recent one-year Temporary Parking Agreement will expire on June 30, 2015.

Analysis

The new proposed agreement extends the use of 1,679 temporary replacement parking spaces located on Westgate Final Plat, Lot 5 for an additional year, to expire on June 30, 2016, thereby allowing the city to fulfill contractual parking obligations with the other parties previously identified. The use of this parking is made available by TNW at no cost to the city. Additionally, this agreement provides for the use of additional parking for dual events at no cost to the city if parking can be made available by TNW on dual event days.

Previous Related Council Action

On April 22, 2014, City Council adopted a resolution authorizing the City Manager to approve a Temporary Parking Agreement with TNW for the city's use of Westgate Final Plat, Lot 5, making 1,679 parking spaces available for the city's use in meeting its parking obligations.

On March 26, 2013, City Council adopted a resolution authorizing the City Manager to enter into a Temporary Parking Agreement with TNW for the city's use of Westgate Final Plat, Lot 5, making 1,679 parking spaces available for the city's use in meeting its parking obligations.

On May 22, 2012, the City Council adopted a resolution authorizing the City Manager to enter into a Temporary Parking Agreement with TNW for the city's use of Westgate Final Plat, Lot 5, to execute the construction of 1,679 parking spaces to be available for the city's use in meeting its parking obligations.

On January 25, 2011, the City Council adopted a resolution authorizing the City Manager to enter into the First Amendment to the Mixed-Use Development Agreement with Coyote Center Development, LLC; Glendale-101 Development, LLC; and, Arena Development, LLC to address potential issues created as a result of the Phoenix Coyotes bankruptcy and certain real estate and development transactions and to encourage incremental economic development on the Westgate PAD. The resolution also authorized the City Manager to enter into the Amended and Restated Agreement for the Replacement of Temporary Parking with Coyote Center Development, LLC for the purpose of affirming parking improvement requirements to support the Arena and the city's contractual parking obligations.

On June 24, 2008, the City Council authorized the City Manager to enter into an Agreement for the Replacement of Temporary Parking with Coyote Center Development, LLC; Coyotes Hockey, LLC; Arena Management Group, LLC; Entertainment Center Development, LLC; and, Glendale Garage, LLC for the purpose of developing a new parking facility.

On September 28, 2004, the City Council adopted a resolution authorizing the City Manager to enter into a Memorandum of Agreement with the Arizona Cardinals and the AZSTA for the development of a multi-purpose stadium and related improvements.

On May 27, 2003, the City Council authorized the City Manager to enter into the Parking and License Agreement with Covenants, Conditions, and Restrictions with the Arizona Cardinals and the AZSTA for the purposes of identifying certain parking obligations related to the multi-purpose stadium. The agreement was later amended on August 15, 2005.

Budget and Financial Impacts

In previous years, \$95,000 was budgeted for these costs. However, there are no costs associated with this agreement.

RESOLUTION NO. 4939 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN AGREEMENT ENTITLED "TEMPORARY PARKING AGREEMENT" WITH THE NEW WESTGATE LLC FOR CERTAIN TEMPORARY PARKING RIGHTS AT WESTGATE.

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 Temporary Parking Agreement for parking rights with The New Westgate, LLC 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 City Manager or designee and the City Clerk are hereby authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

SECTION 3. Neither the members of the City Council of the City of Glendale nor any officer, employee or agent of the City shall be subject to any personal liability or accountability by reason of the execution of the document.

SECTION 4. Notice of A.R.S. § 38-511 is hereby given.

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:

Acting City Manager

TEMPORARY PARKING AGREEMENT

THIS TEMPORARY PARKING AGREEMENT (this "Agreement") is made and entered into effective as of _____, 2015, by and between the CITY OF GLENDALE, an Arizona municipal corporation (the "City"), and THE NEW WESTGATE LLC, a Delaware limited liability company ("TNW").

RECITALS

A. The City and Coyote Center Development, LLC, a Delaware limited liability company ("CCD") are parties to that certain Mixed-Use Development Agreement (the "MUDA") dated as of November 29, 2001, and recorded with the Maricopa County, Arizona Recorder as Instrument No. 2001-1155422, by and among the City, CCD and Glendale-101 Development, LLC, a Delaware limited liability company ("101"). Pursuant to an Assignment and Assumption Agreement dated as of September 26, 2006, CCD succeeded to the duties, rights, obligations and interest of 101 under the MUDA. The MUDA was amended by a First Amendment to Mixed-Use Development Agreement dated January 25, 2011 and recorded with the Maricopa County, Arizona Recorder as Instrument No. 20110086619 (the "First Amendment").

B. The MUDA provides, among other things, for the development by CCD (in its own capacity and as successor to 101 for purposes of the MUDA) of both the "Entertainment Project" and the "Retail/Residential Project", each as defined in the MUDA. The Entertainment Project and the Retail/Residential Project are collectively referred to in this Agreement as the "Westgate Project" or "Westgate" and are on Lots 1A, 1B, 2A, 2B, 2C, 3A, 3B, 3C, 5A, 5B, 5C, 5D, 5E, 5F, 6A, 6B-1, 6B-2, 11, 12A-1, 12B, 12C, 12D, 12E, 12F-2, 12G, 12H and Parcel B of Westgate, according to the plat thereof (the "Westgate Final Plat") recorded on May 2, 2005 in the Official Records of the Maricopa County, Arizona Recorder in Book 745, at Page 14 and as amended by minor land divisions (in this Agreement, all references to "Lot" or "Lots" shall be to the corresponding Lot or Lots shown on the Westgate Final Plat). Westgate is adjacent to the City-owned arena (the "Arena" as defined in the MUDA) that is now known as the Gila River Arena.

C. Certain portions of Westgate have been previously conveyed by CCD to and developed by third parties in accordance with the MUDA.

D. By reason of certain foreclosures of deeds of trust by its constituent member entities, TNW has succeeded to the remaining interests of CCD in Westgate including, without limitation, its rights and interests under the MUDA and First Amendment.

E. The City and CCD entered into an Agreement for the Replacement of Temporary Parking dated as of July 1, 2008 (the "2008 Temporary Parking Agreement"), which agreement was superseded in its entirety by an Amended and Restated Agreement for the Replacement of

Temporary Parking effective as of January 25, 2011 (the "Restated Temporary Parking Agreement").

F. Other parties to the 2008 Temporary Parking Agreement were Coyotes Hockey, LLC, a Delaware limited liability company (the "Team"), Arena Management Group, LLC, a Delaware limited liability company ("Arena Manager"), and Glendale Garage LLC, an Arizona limited liability company ("Garage Developer"). The Team and the Arena Manager had the right to use and occupy the Arena pursuant to an Arena Management, Use and Lease Agreement dated as of November 29, 2001 (the "Arena Lease"). Pursuant to actions taken in the United States Bankruptcy Court, District of Arizona in connection with the voluntary petitions for relief under Chapter 11 of the Bankruptcy Code filed by the Team and Arena Manager on May 5, 2009 (Case Nos. 2:09-bk-09491-RTB and 2:09-bk- 09495-RTB, which cases are being jointly administered with the Chapter 11 bankruptcy proceedings of Dewey Ranch Hockey, LLC (Case No. 2:09-bk-09488-RTBP) and Coyotes Holdings, LLC (Case No. 2:09-bk-09500-RTB) under Case No.2:09-bk-09488-RTBP), the Team and Arena Manager rejected the Arena Lease and the 2008 Temporary Parking Agreement and no longer have any right, title or interest in, or liability under, either such agreement. Garage Developer was never created as a legal entity, and accordingly the 2008 Temporary Parking Agreement never became effective as to Garage Developer.

G. The City has requested that TNW enter into this Agreement so that the City may comply with certain obligations it has with non-parties to this Agreement.

H. TNW has agreed to enter into this Agreement with the City for certain temporary parking rights and obligations in consideration of the agreements, acknowledgements, obligations and covenants being made by the City under this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants, agreements and obligations contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals and Defined Terms.** The City and TNW confirm the accuracy of the foregoing Recitals, which are incorporated into and comprise part of this Agreement. In addition to the terms defined in other sections of this Agreement, for the purposes of this Agreement the following terms shall be defined as follows:

- (a) "Arena Events" means any revenue or non-revenue producing sports, entertainment, cultural or civic event or other activity (including related event set-up and take down) which is either (i) presented or held in the bowl (main seating) portion of the inside Arena facility, or (ii) presented or held in any other portion of the inside Arena facility in a manner that precludes the use of the bowl (main seating) portion of the inside Arena facility for other events or activities.

- (b) "Mega Event" means a Super Bowl game, a Fiesta Bowl game, any other college bowl game including the College Football Playoff Championship Game scheduled to be played on January 11, 2016, an NCAA Final Four basketball tournament game, a World Cup soccer game or a national political party convention.
- (c) "Stadium" means the University of Phoenix Stadium where the Arizona Cardinals home football games are played.
- (d) "Large Stadium Non-Mega Event" means an event at the Stadium that the Stadium manager anticipates attendance will be greater than 40,000.
- (e) "Stadium Events" means any professional football game, Mega Event or Large Stadium Non-Mega Event at the Stadium.

2. **Council Approval; and Conditions Precedent.** This Agreement shall be effective and binding upon the parties and irrevocable only upon execution by all parties, and final approval by the City Council. The parties acknowledge and agree that City Council approval of this Agreement is within the sole and absolute discretion of the City Council.

3. **Term.** This term of this Agreement shall commence on July 1, 2015 and shall expire on June 30, 2016.

4. **Parking.**

a. **Generally.** TNW will provide a total of 1679 temporary parking spaces (the "1679 Temporary Spaces") to the City at no charge to the City for Arena Events and Stadium Events. The 1679 Temporary Spaces will be located on the property identified on the attached Exhibit A (the "Property") in the as-is condition and layout as it exists as of the date of this Agreement.

b. **Lighting.** TNW shall provide and maintain the lighting, including the provision of fuel for such lighting, for the 1679 Temporary Spaces via the portable temporary lighting equipment that currently exists on the Property. No permanent lighting, landscaping or signage will be required by the City or provided by TNW as part of the 1679 Temporary Spaces and/or this Agreement.

c. **Maintenance.** Subject to the City's obligations set forth in Sections 4.d. below, TNW shall have the right to use and be responsible for repair, maintenance and operation of the 1679 Temporary Spaces.

d. **Operations.**

i. ***Parking Revenue.*** The City, or entities associated with Arena Events (the "Arena Entities") or entities associated with Stadium Events (the "Stadium Entities"), shall be entitled to impose parking charges and retain the revenue therefrom for the

use of the 1679 Temporary Spaces during Arena Events or Stadium Events, as applicable. The City, Arena Entities or Stadium Entities (as applicable) may contract with a parking operator to collect such revenue on these entities behalf. Notwithstanding the foregoing, TNW may charge parking charges and retain all of the revenue therefrom for any parking and/or other events on the Property that is not otherwise exclusively dedicated to Arena Events or Stadium Events. TNW also may impose parking charges and retain all of the revenue therefrom at any and all times on any other property owned by TNW.

ii. *Event Parking Support.* City shall be, or shall cause the Arena Entities or Stadium Entities (as applicable) to be, responsible to provide, at its cost and coordination, all traffic control, parking control, security, portable restroom facilities and any other necessary services or equipment for Arena Events and Stadium Events and to support the parking for such games/events. During the term of this Agreement, the City shall, at no cost or expense to TNW, obtain and maintain (or cause to be obtained and maintained) in full force and effect with respect to such temporary parking spaces, parking operator liability insurance meeting the requirements set forth on Exhibit B attached hereto with respect to the use of the 1679 Temporary Spaces by the City whether or not in accordance with the Agreement.

iii. *Refuse and clean up.* City shall, or shall cause the Arena Entities or Stadium Entities (as applicable) to, provide and pay for all refuse services and clean-up of the Property after Arena Events and Stadium Events.

iv. *Access to Glendale Avenue frontage lots.* If TNW desires to provide access to employees or staff of other TNW property to the lots north of the Property (and known as Westgate Lots 5B, 5C, 5D, and 5E), which such lots are established as temporary dirt parking areas as the of the date of this Agreement, the City will require Arena Parties or Stadium Parties to cooperate with TNW for access across the Property as necessary to such TNW Lots 5B, 5C, 5D, and 5E. It is understood that TNW is likely to exercise this right for the College Football Playoff Championship Game on January 11, 2016, in addition to potential other dates.

e. **Intentionally omitted.**

f. **Intentionally omitted.**

g. **Intentionally omitted.**

5. **City Acknowledgements of TNW Parking Obligations During Arena Events.**

If and to the extent any of the various agreements relating to parking at Westgate are enforceable against TNW (which TNW does not concede), TNW and City hereby acknowledge and agree that;

a. **TNW is in compliance with Agreements.** Notwithstanding anything to the contrary contained in any previous agreements involving Westgate, TNW and its predecessors in interest have through the date of this Agreement fully and completely satisfied any and all requirements under such agreements and there exists no breach, default or event of default by TNW or its predecessors in interest, or any event or condition which, with notice or

passage of time or both, would constitute a breach, default or event of default by TNW or its predecessors in interest under any previous parking agreements involving Westgate.

b. **Temporary Permissible Parking Areas.** The temporary permissible parking areas as addressed under the MUDA as amended by the First Amendment, and/or as addressed by any other agreement related to Westgate, are hereby defined as follows: Any area south of Glendale Avenue, west of 91st Avenue, east of the 101 Freeway, and north of Maryland Avenue. This Section 5 (b) shall survive the expiration or earlier termination of this Agreement.

c. **Event Overlap.** On those dates during the Term, if any, when an Arena Event and a Stadium Event is occurring on the same date (a "Dual Event Date"), the 1679 Temporary Spaces are dedicated to the Arena Event only and TNW shall have no requirement or obligation to provide any parking spaces for the Stadium Event. Notwithstanding the foregoing, for a Dual Event Date, to the extent that TNW has then-available dirt or temporary parking lots on other property that TNW owns (and such lots are not anticipated to be at the time of the Dual Event Date under development, improvement, and/or hosting another activity or event), TNW will allow the City to utilize such parking areas as TNW determines can be made available to the City at no cost to the City, subject to the terms of this Agreement. Alternatively, to the extent TNW decides to make paved parking spaces available to the City on other property that TNW owns for a Dual Event Date, TNW will allow the City to utilize such parking areas as TNW determines can be made available to the City at no cost to the City, subject to the terms of this Agreement.

d. **TNW Parking Charges.** TNW may or may not impose, at its sole and absolute discretion, parking charges for parking on any of its property that is not otherwise exclusively dedicated for Arena Events or Stadium Events at the Stadium in accordance with this Agreement. All such parking revenues shall belong exclusively to TNW. This Section 5 (d) shall survive the expiration or earlier termination of this Agreement.

e. **TNW Rights.** Other than during Arena Events or professional football games and Mega Events at the Stadium, TNW has full control of the Property including any use for revenue-generating events at any time except during Stadium Events and Arena Events. At all times, TNW shall have full control of all Westgate property owned by TNW (other than the Property), including any use for revenue-generating events. Notwithstanding the foregoing, TNW may not charge revenue for parking spaces on Westgate property owned by TNW (other than the Property) during Arena Events except to the extent parking charges are pursuant to any tenant leases within Westgate.

f. **Parking Negotiations and Agreements.** City shall promptly notify TNW of any negotiations with any potential buyer of the Arizona Coyotes, the arena management company, the Arizona Cardinals, the Arizona Sports and Tourism Authority or any other entity that refers or relates to any parking rights within Westgate. In addition, the City shall promptly provide TNW with a copy of any parking agreement that refers or relates to Westgate and that is being considered by the City prior to the City approving and/or executing such parking agreement.

The City agrees and covenants that it will not take any action contrary to the above agreements and acknowledgements and that such agreements and acknowledgements are a material part of the consideration for TNW to enter into this Agreement.

6. **Intentionally omitted.**

7. **Enforcement.** This Agreement shall be governed by, and construed and enforced in all respects in accordance with, the laws of the State of Arizona. The parties hereto hereby consent to the exclusive jurisdiction of any state or federal court located within Maricopa County, Arizona in any suit, action or proceeding based hereon or arising out of, under or in connection with this Agreement. The parties hereto waive (a) the defense of *forum non conveniens* with respect to any matter arising in connection with this Agreement and (b) any defense or claim of sovereign immunity or any similar defense or claim.

8. **Attorneys' Fees.** In the event of any controversy, claim or dispute between or among the parties arising from or relating to this Agreement, the prevailing party(ies) shall be entitled to recover reasonable costs, expenses and attorneys' fees. For all purposes of this Agreement, the terms "attorneys' fees" or "counsel fees" shall be deemed to include paralegals and legal assistants' fees, and wherever provision is made in this Agreement for the payment of attorneys' or counsel's fees or expenses, such provision shall include, but not be limited to, such fees and expenses incurred in any and all judicial, bankruptcy, reorganization, administrative or other proceedings, including appellate proceedings, whether such fees or expenses arise before proceedings are commenced or after entry of a final judgment.

9. **Amendment; Waiver.** No alteration, amendment or modification of this Agreement shall be valid unless evidenced by a written instrument executed by the parties with the same formality as this Agreement. The failure of any party to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement, or to exercise any election or option contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision or condition, and the same shall continue in full force and effect. No waiver by either party of any covenant, agreement, term, provision or condition shall be deemed to have been made unless set forth in writing and signed by the appropriate official or officer of such party.

10. **Severability.** If any section, subsection, term or provision of this Agreement, or the application thereof to any party or circumstance, shall, to any extent, be held or determined to be invalid or unenforceable, then the remainder of such section, subsection, term or provision, or the application thereof to parties or circumstances other than those to which it is held or determined to be invalid, shall not be affected thereby, and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the City and TNW and their respective successors and assigns.

12. **Relationship of Parties.** No partnership or joint venture between the parties is established, or intended to be established, by this Agreement.

13. **Notices.** All notices, demands, consents, approvals, and other communications to be given under this Agreement shall be in writing, and shall be deemed effective upon (i) receipt of hand-delivered or overnight courier service, or (ii) delivery or date of refusal of delivery if sent by U.S. mail, postage prepaid, certified mail, return receipt requested, in either case addressed as follows:

To the City:
City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, AZ 85301

With copy to:
City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, AZ 85301

To TNW:
The New Westgate LLC
c/o iStar Financial
10960 Wilshire Boulevard, Suite 1260
Los Angeles, CA 90024
Attention: David Sotolov

With copies to:
Wendy Riddell
Berry Riddell & Rosensteel LLC
6750 East Camelback Road Suite 100
Scottsdale, Arizona 85251

Jeff Teetsel
Teetsel Properties, LLC
2415 East Camelback Road, Suite 700
Phoenix, AZ 85016

Any party may from time-to-time, by written notice to the other parties given in the manner described in this Section 12, change the address to which communications to such party pursuant to this Agreement are to be sent, or designate one or more persons to whom such communications are to be sent.

14. **Time is of the Essence.** Time is of the essence of this Agreement and every term or performance hereunder.

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

16. **Statutory Conflict Provision.** This Agreement is subject to cancellation under the provisions of A.R.S. § 38-511.

17. **Saturday, Sunday or Holiday.** If the date, or the final day for any period, provided in this Agreement for the performance of any obligation or the taking of any other action hereunder falls on a day that is a Saturday, Sunday or holiday in the State of Arizona, then the date by which such obligation shall be performed or such action shall be taken shall be the first date following such Saturday, Sunday or holiday which is not a Saturday, Sunday or holiday.

18. **Interpretation.** Each of the parties has been represented by legal counsel in the negotiation of this Agreement. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its provisions and terms, and shall not be construed in favor of, or against, either party, regardless of which party may have proposed or drafted any of its provisions or terms.

19. **Governmental Authority.** Nothing in this Agreement is intended to limit the City's government authority in the exercise its police powers and, unless expressly waived herein, all City ordinances and regulations remain fully applicable.

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY:

CITY OF GLENDALE, a municipal corporation

Dated: _____

By: _____

Name: Richard A. Bowers

Title: Acting City Manager

Approved as to form:

_____, City Attorney

Attestation:

Pam Hanna, City Clerk

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TNW:

THE NEW WESTGATE LLC, a Delaware
limited liability company

Dated: 3/27/15

By: SFI Westgate City Center – Glendale LLC,
a Delaware limited liability company
Its: Managing Member

By: 
Name: David Sotolov
Title: Senior Vice President

EXHIBIT B
Insurance Requirements

City shall maintain, at its sole expense, the following types of insurance coverage.

1. Workers' Compensation Insurance as required by law.
2. Commercial General liability Insurance against any and all damages and liability, including attorneys' fees on account of or arising out of injuries to or the death of any person or damages to the property, however occasioned arising out of or in any way related to City's use of the Property with at least a single combined liability and property damage limit of One Million and No/100 Dollars (\$1,000,000.00), which policy maintained by City shall name TNW as an additional insured.

Each policy shall (a) be issued by insurance companies licensed to do business in the State of Arizona, and acceptable to TNW, (b) name the parties listed below and their respective affiliates, officers, directors, employees, agents and assigns as additional insured's, (c) be primary and noncontributing with respect to any coverage that TNW may carry and the Certificate of Insurance must contain the following statement (by attachment, if necessary): "This insurance shall be primary and non-contributing with respect to any coverage that Licensor may carry for losses arising out of the Named Insured's operations.", (d) provide that it shall not be canceled or materially changed without thirty (30) days prior written notice to the other party, and (e) be endorsed to provide that Licensee's and Licensor's underwriters and insurance companies shall not have any right of subrogation against the other party. An original copy of the insurance certificate shall be given to Licensor prior to the commencement of the License Term. The obligations contained in this Exhibit are separate and distinct from all other obligations set forth in this Agreement, and are in no way intended to merely support Licensee's duty to indemnify set forth in this Agreement.

3. Each requirement above may be satisfied by the City's self-insurance reserve.

Additional Insured Parties:

- 1) The New Westgate LLC
10960 Wilshire Boulevard, Suite 1260
Los Angeles, CA 90024
- 2) SFI Westgate City Center- Glendale LLC
c/o iStar Asset Services, Inc.
P.O. Box 3040
Garden Grove, California
92842-3040
- 3) iStar Financial Inc., and its subsidiaries, successors & assigns
c/o iStar Asset Services, Inc.
P.O. Box 3040
Garden Grove, California
92842-3040
- 4) Teetsel Properties, LLC
2415 East Camelback Road
Suite 700
Phoenix, Arizona
85016

- 5) Vestar Properties, Inc.
2425 East Camelback Road
Suite 750
Phoenix, Arizona
85016

- 6) CCD Equity Partners LLC
c/o Solus Alternative Asset Management LP
410 Park Avenue
New York, NY 10022
Attn: Francis Blair



Legislation Description

File #: 15-230, Version: 1

AUTHORIZATION TO AMEND AND EXTEND AGREEMENT C-8437-1 FOR THE NEIGHBORHOOD STABILIZATION PROGRAM AND RATIFICATION OF EXPENDITURES WITH HABITAT FOR HUMANITY CENTRAL ARIZONA

Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to extend C-8437-1 for the Neighborhood Stabilization Program (NSP) and to ratify expenditures to date. If approved, this contract extension will allow the City of Glendale to continue partnering with Habitat for Humanity Central AZ to use program income generated from previous NSP funds for the continued acquisition, rehabilitation, and resale of foreclosed homes in Glendale in an amount not to exceed \$3,570,824. It will also ratify \$425,997.49 in NSP expenditures that have occurred since June 11, 2014.

Background

On September 26, 2008, the City of Glendale was notified by the U.S. Department of Housing and Urban Development (HUD) that it was eligible to apply for and receive one-time Neighborhood Stabilization Program (NSP) funds in the amount of \$6.1 million. These funds were part of the larger Housing and Economic Recovery Act (HERA), which was signed into law on July 30, 2008. The funds could only be used to address the impact of foreclosed/abandoned homes or property in Glendale. As a result, city staff developed an action plan for the use of these funds that was subsequently approved by City Council on November 25, 2008.

A formal Request for Proposals (RFP) process was conducted to identify a qualified contractor to acquire, rehabilitate and resell foreclosed properties to eligible homebuyers within the city limits of Glendale. Habitat for Humanity Central Arizona (Habitat) was awarded the contract. Since then, Habitat has used \$1,650,717 in NSP funds to acquire and resell over 45 homes throughout the 85301, 85302, and 85303 zip codes (the geographic areas in which the use of the funds can be used per federal program regulations).

This program is now generating "program income" that is being used to sustain the continued acquisition of foreclosed homes by Habitat. "Program income" is defined as those monies due to the City of Glendale that are generated by the sale of a property or a refinance. Although this contract was previously approved by Council and contained the necessary legal language to extend administratively for a period of four additional years, due to changes in state law, it is now necessary to again seek the approval of City Council to amend and extend this contract. Because of this, it is also necessary to request a ratification of \$425,997.49 in NSP expenditures that have occurred since June 11, 2014. As this is a federally funded program, there is no impact to the General Fund.

If approved, the ratification of expenditures and the revised contract will authorize the Acting City Manager to

enter into a new contract with Habitat to ensure that the City is able to allocate future program income to Habitat in an amount not to exceed \$3,570,824 for the NSP.

Analysis

Habitat has been an important partner in helping the city meet its required HUD goals for NSP. Without this partnership, the City would have had great difficulty in meeting the statutory expenditure deadlines of these grants. The program income generated from these funds can only be used for the original activities outlined in our NSP plan approved by Council. By extending this contract, the City will continue to acquire and renovate foreclosed homes which become available and provide affordable homebuyer opportunities to low-to-moderate families in our community.

If approved, the proposed action will allow Habitat to continue to acquire, rehabilitate, and resell abandoned and foreclosed residential homes by extending their current NSP agreement until June 30, 2016. There is no impact on city departments, staff, or service levels.

Previous Related Council Action

On June 11, 2013, Council authorized the Acting City Manager to enter into a new contract with Habitat for Humanity Central Arizona, in an amount not to exceed \$3,570,824 of NSP funding, to continue to acquire foreclosed properties to rehabilitate and resell to eligible homebuyers within the city limits of Glendale.

Community Benefit/Public Involvement

The acquisition, rehabilitation and resale of foreclosed single family houses has helped stabilize neighborhoods and improve the quality of life for the existing homeowners. To date over 45 previously foreclosed homes have been completely rehabilitated with the incorporation of energy-efficient and green building features, which has helped maintain affordability for the homebuyers of these houses.

Budget and Financial Impacts

Since this is a federally-funded program, there will be no fiscal impact on the city. No General Funds will be used for these agreements. Funding is available in the Community Services NSP Grant FY2014-15 operating budget as shown below. Annual budget appropriation thereafter is contingent upon council approval through the budget review process. Total expenditures are not to exceed \$3,570,824 for the term of this agreement.

Cost	Fund-Department-Account
\$1,320,000	1310-30900 NSP Community Services NSP Programs

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. 4940 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 1 TO AGREEMENT C-8437 WITH HABITAT FOR HUMANITY CENTRAL ARIZONA FOR NSP ACQUISITION, REHABILITATION AND RESALE OF FORECLOSED HOMES.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Amendment No. 1 to Agreement C-8437 with Habitat for Humanity Central Arizona for the NSP acquisition, rehabilitation and resale of foreclosed homes be entered into, which amendment is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or his designee and the City Clerk be authorized and directed to execute and deliver said amendment on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2015.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

AMENDMENT
TO
NSP ACQUISITION, REHABILITATION AND RESALE
OF FORECLOSED HOMES
(RFP 10-10 Contract No. C-8437)

This Amendment ("Amendment") to the Agreement for NSP Acquisition, Rehabilitation and Resale of Foreclosed Homes is effective this ___ day of _____ 2015 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Habitat for Humanity Central Arizona ("Contractor").

RECITALS

- A. City and Contractor previously entered into an agreement for NSP Acquisition, Rehabilitation and Resale of Foreclosed Homes, Contract No. C-8437, dated June 11, 2013 ("Agreement");
- B. The Agreement had an initial one-year term beginning June 11, 2013 through June 10, 2014 and provided the option to extend the term for an additional four (4) years in one-year increments;
- C. The Parties agreed to extend the period of performance under the Agreement for a one year period from June 11, 2014 to June 10, 2015, but have not yet entered into a written amendment of the original term of the Contract;
- D. The Parties wish to enter into such written amendment and to accept and ratify all actions taken to date during that agreed upon extension period; and
- E. The Parties wish to further modify and amend the Agreement to extend the period of performance for an additional one year period from June 11, 2015 to June 10, 2016, subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

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

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is extended until June 10, 2016, unless terminated or canceled as provided in the Agreement.

3. **Insurance Certificate.** The Contractor shall extend the insurance coverage required by the Agreement for the term of this Amendment. Contractor is required to provide proof of such coverage, which may include providing a copy of any applicable insurance certificate, to the City prior to the execution of this Amendment.

4. **Ratification of Agreement.** All other provisions of the Agreement are unchanged and shall remain in full force and effect in their entirety. In the event that any provision of this Amendment conflicts with the Agreement, then the provision of the Agreement shall prevail.

5. **Counterparts.** This Amendment may be signed in counterparts.

CITY OF GLENDALE, an Arizona
municipal corporation

Richard A. Bowers
Acting City Manager

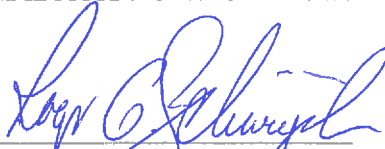
ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Baily, City Attorney

HABITAT FOR HUMANITY



Roger Schwierjohn

Its: President / CEO



Legislation Description

File #: 15-231, Version: 1

AUTHORIZATION TO AMEND AND EXTEND AGREEMENT C-8524-1 FOR NEIGHBORHOOD STABILIZATION PROGRAM 3 AND RATIFICATION OF EXPENDITURES WITH HABITAT FOR HUMANITY CENTRAL ARIZONA

Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to extend C-8524-1 for the Neighborhood Stabilization 3 Program (NSP 3) and to ratify expenditures to date. If approved, this contract extension will allow the City of Glendale to continue partnering with Habitat for Humanity Central AZ to use program income generated from previous NSP 3 funds for the continued acquisition, rehabilitation, and resale of foreclosed homes in Glendale in an amount not to exceed \$2,500,000 for NSP 3. It will also ratify \$70,727.34 in NSP 3 expenditures that have occurred since June 25, 2014.

Background

On September 26, 2008, the City of Glendale was notified by the U.S. Department of Housing and Urban Development (HUD) that it was eligible to apply for and receive one-time Neighborhood Stabilization Program (NSP) funds in the amount of \$6.1 million. These funds were part of the larger Housing and Economic Recovery Act (HERA), which was signed into law on July 30, 2008. The funds could only be used to address the impact of foreclosed/abandoned homes or property in Glendale. As a result, city staff developed an action plan for the use of these funds that was subsequently approved by City Council on November 25, 2008.

In 2010, the City Council accepted \$3.7 million via a third version of the NSP called "NSP 3". Like the first NSP program, these funds were also used to purchase foreclosed residential properties, to rehabilitate and resell to qualifying families and individuals.

A formal Request for Proposals (RFP) process was conducted to identify a qualified contractor to acquire, rehabilitate and resell foreclosed properties to eligible homebuyers within the city limits of Glendale. Habitat for Humanity Central Arizona (Habitat) was awarded the contract. Since then, Habitat has used \$741,438 in NSP 3 funds to acquire and resell over 12 homes throughout the 85301, 85302, and 85303 zip codes (the geographic areas in which the use of the funds can be used per federal program regulations).

This program is now generating "program income" that is being used to sustain the continued acquisition of foreclosed homes by Habitat. "Program income" is defined as those monies due to the City of Glendale that are generated by the sale of a property or a refinance. Although this contract was previously approved by Council and contained the necessary legal language to extend administratively for a period of four additional years, due to changes in state law, it is now necessary to again seek the approval of City Council to amend and extend this

contract. Because of this, it is also necessary to request a ratification of \$70,727.34 in NSP 3 expenditures that have occurred since June 25, 2014. As this is a federally funded program, there is no impact to the General Fund.

If approved, the ratification of expenditures and the revised contract will authorize the Acting City Manager to enter into a new contract with Habitat to ensure that the City is able to allocate future program income to Habitat in an amount not to exceed \$2,500,000 for the NSP 3.

Analysis

Habitat has been an important partner in helping the city meet its required HUD goals for NSP and NSP 3. Without this partnership, the City would have had great difficulty in meeting the statutory expenditure deadlines of these grants. The program income generated from these funds can only be used for the original activities outlined in the City’s NSP 3 plan approved by Council. By extending these contracts, the City will continue to acquire and renovate foreclosed homes which become available and provide affordable homebuyer opportunities to low-to-moderate families in our community.

If approved, the proposed action will allow Habitat to continue to acquire, rehabilitate, and resell abandoned and foreclosed residential homes by extending their current NSP 3 agreement until June 30, 2016. There is no impact on city departments, staff, or service levels.

Previous Related Council Action

On June 25, 2013, the City Council authorized the Acting City Manager to enter into an agreement using NSP 3 funds for the acquisition, rehabilitation, and resale of foreclosed homes with Habitat for Humanity Central Arizona (Habitat) in an amount not to exceed \$2,500,000.

Community Benefit/Public Involvement

The acquisition, rehabilitation and resale of foreclosed single family houses has helped stabilize neighborhoods and improve the quality of life for the existing homeowners. To date over 12 previously foreclosed homes have been completely rehabilitated with the incorporation of energy-efficient and green building features, which has helped maintain affordability for the homebuyers of these houses.

Budget and Financial Impacts

Since this is a federally-funded program, there will be no fiscal impact on the city. No General Funds will be used for these agreements. Funding is available in the Community Services - NSP Grant FY2014-15 operating budget as shown below. Annual budget appropriation thereafter is contingent upon council approval through the budget review process. Total expenditures are not to exceed \$2,500,000 for the term of this agreement.

Cost	Fund-Department-Account
\$600,000	1311-30912 Community Services - NSP III Program

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No
If yes, where will the transfer be taken from?

RESOLUTION NO. 4941 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 1 TO AGREEMENT C-8524 WITH HABITAT FOR HUMANITY CENTRAL ARIZONA FOR NSP 3 ACQUISITION, REHABILITATION AND RESALE OF FORECLOSED HOMES.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Amendment No. 1 to Agreement C-8524 with Habitat for Humanity Central Arizona for the NSP 3 acquisition, rehabilitation and resale of foreclosed homes be entered into, which amendment is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or his designee and the City Clerk be authorized and directed to execute and deliver said amendment on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2015.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

AMENDMENT
TO
NSP 3 ACQUISITION, REHABILITATION AND RESALE
OF FORECLOSED HOMES
(RFP 12-05 Contract No. C-8524)

This Amendment ("Amendment") to the Agreement for NSP 3 Acquisition, Rehabilitation and Resale of Foreclosed Homes is effective this ___ day of _____ 2015 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Habitat for Humanity Central Arizona ("Contractor").

RECITALS

- A. City and Contractor previously entered into an agreement for NSP 3 Acquisition, Rehabilitation and Resale of Foreclosed Homes, Contract No. C-8524, dated June 25, 2013 ("Agreement");
- B. The Agreement had an initial one-year term beginning June 25, 2013 through June 25, 2014 and provided the option to extend the term for an additional four (4) years in one-year increments;
- C. The Parties agreed to extend the period of performance under the Agreement for a one year period from June 25, 2014 to June 25, 2015, but have not yet entered into a written amendment of the original term of the Contract;
- D. The Parties wish to enter into such written amendment and to accept and ratify all actions taken to date during that agreed upon extension period; and
- E. The Parties wish to further modify and amend the Agreement to extend the period of performance for an additional one year period from June 25, 2015 to June 25, 2016, subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

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

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is extended until June 25, 2016, unless terminated or canceled as provided in the Agreement.

3. **Insurance Certificate.** The Contractor shall extend the insurance coverage required by the Agreement for the term of this Amendment. Contractor is required to provide proof of such coverage, which may include providing a copy of any applicable insurance certificate, to the City prior to the execution of this Amendment.

4. **Ratification of Agreement.** All other provisions of the Agreement are unchanged and shall remain in full force and effect in their entirety. In the event that any provision of this Amendment conflicts with the Agreement, then the provision of the Agreement shall prevail.

5. **Counterparts.** This Amendment may be signed in counterparts.

CITY OF GLENDALE, an Arizona
municipal corporation

Richard A. Bowers
Acting City Manager


ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Baily, City Attorney

HABITAT FOR HUMANITY



Roger Schwierjohn
Its: President / CEO



Legislation Description

File #: 15-233, Version: 1

INCLUDE THE POSTING OF COLORS AT COUNCIL VOTING MEETINGS

Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution amending the Council Meeting Rules and Procedures to include the posting of colors at the beginning of regular Council voting meetings.

Background

The City of Glendale is dedicated to maintaining decorum at all meetings to allow the orderly conduct of the meeting and to provide individuals in attendance a fair opportunity to provide input to the Council and City administration. In order to achieve this goal, Council has adopted Council Meeting Rules and Procedures.

Council Meeting Rules and Procedures, Section 3 - Order of Business, provides for the order of business at regular voting meetings of the Council. The current Order of Business is as follows:

- Call to Order - Pledge of Allegiance
- Prayer/Invocation
- Approval of Minutes
- Boards and Commissions
- Proclamations and Awards
- Consent Agenda
- Consent Resolutions
- Public Hearing - Land Development Actions
- Land Development Actions
- Bids and Contracts
- Public Hearing- Ordinances
- Ordinances
- Public Hearing- Resolutions
- Resolutions
- New Business
- Request for Future Workshop and Executive Session
- Citizen Comments
- Council Comments and Suggestions
- Adjournment

Analysis

In order to include the posting of colors in the Order of Business, the Council Meeting Rules and Procedures would need to be modified through the adoption of a resolution at a regular Council voting meeting. The posting of the colors would traditionally occur between the Call to Order and the Pledge of Allegiance.

The proposed amendments to the Council Meeting Rules and Procedures also include the addition of Section 3.15 which establishes basic guidelines whereby interested organizations would sign up to participate by contacting the Mayor's Office in a process similar to the one used by individuals who sign up to offer the invocation at Council meetings.

Previous Related Council Action

During the March 3, 2015 Workshop session, Council gave consensus to bring forward a proposal to amend the Council Meeting Rules and Procedures that provides for the posting of colors at regular Council voting meetings.

On January 28, 2014, Council amended, by Resolution 4767, the Council Meeting Rules and Procedures to more accurately reflect the order of the agenda and to change the amount of time afforded to each individual speaker during Citizen Comments from five minutes to three.

On September 10, 2013, Council amended, by Resolution 4721, the Council Meeting Rules and Procedures to include the Prayer/Invocation Guidelines.

On July 8, 1997, Council adopted, by Resolution 3136, the Council Meeting Rules and Procedures.

RESOLUTION NO. 4942 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING THE GLENDALE CITY COUNCIL “COUNCIL MEETING RULES AND PROCEDURES” TO INCLUDE THE POSTING OF COLORS.

WHEREAS, the Mayor and the City Council adopted the Glendale City Council “Council Meeting Rules and Procedures” by Resolution No. 3136 New Series on July 8, 1997; and

WHEREAS, the Mayor and City Council adopted an amendment to the Glendale City Council “Council Meeting Rules and Procedures” by Resolution No. 4721 New Series on September 10, 2013; and

WHEREAS, the Mayor and City Council adopted an amendment to the Glendale City Council “Council Meeting Rules and Procedures” by Resolution No. 4767 New Series on January 28, 2014; and

WHEREAS, the Council of the City of Glendale wishes to ensure that order and decorum at all meetings of the Council be preserved to allow the orderly conduct of the business of the meetings and to provide all persons in attendance a fair opportunity to provide input to the Council and to City administration.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That Section 3.1 of the document known as the “Council Meeting Rules and Procedures,” is hereby amended as follows:

- Call to Order —~~Pledge of Allegiance~~
- POSTING OF COLORS
- PLEDGE OF ALLEGIANCE
- Prayer/Invocation
- Approval of Minutes
- Boards and Commissions
- Proclamations and Awards
- Consent Agenda
- Consent Resolutions
- Public Hearing - Land Development Actions
- Land Development Actions
- Bids and Contracts
- Public Hearing- Ordinances
- Ordinances
- Public Hearing- Resolutions
- Resolutions

[deletions as ~~striketrough~~; additions as ALL CAPS]

- New Business
- Request for Future Workshop and Executive Session
- Citizen Comments
- Council Comments and Suggestions
- Adjournment

SECTION 2. That Section 3.15 of the document known as the “Council Meeting Rules and Procedures,” is hereby added as follows:

3.15 POSTING OF COLORS

1. IT IS THE POLICY OF THE COUNCIL TO ALLOW ORGANIZATIONS TO POST THE COLORS AT REGULAR VOTING MEETINGS OF THE COUNCIL.
2. ORGANIZATIONS SEEKING TO POST THE COLORS AT A MEETING SHALL CONTACT THE MAYOR’S OFFICE, WHICH SHALL MAINTAIN A LIST OF VOLUNTEERS AND COORDINATE THE SCHEDULING OF POSTING ASSIGNMENTS.

SECTION 3. That the certain documents known as the Glendale City Council “Council Meeting Rules and Procedures,” is hereby adopted and made a part hereof as it is fully set forth in this resolution.

SECTION 4. That three (3) copies of said documents are on file in the office of the City Clerk of the City of Glendale, Arizona.

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:

Acting City Manager
r_flag posting.doc

[deletions as ~~striketrough~~; additions as ALL CAPS]

Adopted April 14, 2015

**GLENDALE CITY COUNCIL
COUNCIL MEETING RULES AND PROCEDURES**

SECTION 1: RULES, PURPOSE AND EFFECT

- 1.1 The Council's meetings must be noticed and conducted in accordance with applicable open meetings statutes and other law.
- 1.2 These rules and procedures are adopted by the Council of the City of Glendale, under the Council's authority provided by the Charter and by law to determine its own rules, order of business, and to regulate the conduct of its meetings. Where not inconsistent with these rules and procedures, the current version of *Robert's Rules of Order* will be used as a supplementary guideline and general parliamentary procedure will be observed in the conduct of the Council's meetings.
- 1.3 The Mayor, or a majority of the council, may suspend strict observance of these rules and procedures and any applicable provision of *Robert's Rules* for the timely and orderly progression of the meeting.

SECTION 2: PRESIDING OFFICER

- 2.1 As provided by the City Charter, the Mayor, or in the Mayor's absence, the Vice-Mayor, is the presiding officer of the Council and will preside at all Council meetings.
- 2.2 The presiding officer will preserve order and decorum at all meetings of the Council to allow the orderly conduct of the business of the meeting and to provide persons in attendance with an interest in all agenda items to have an opportunity to have their item of interest duly considered by the Council, including a fair opportunity for interested persons to speak on public hearing items. Any decision by the Mayor on procedural matters in final, subject only to appeal to the whole Council as provided in *Robert's Rules*.

SECTION 3: ORDER OF BUSINESS

- 3.1 The order of business at regular meetings of the Council ordinarily will be as follows:
 - Call to Order —~~Pledge of Allegiance~~
 - POSTING OF COLORS
 - PLEDGE OF ALLEGIANCE
 - Prayer/Invocation
 - Approval of Minutes
 - Boards and Commissions

- Proclamations and Awards
- Consent Agenda
- Consent Resolutions
- Public Hearing - Land Development Actions
- Land Development Actions
- Bids and Contracts
- Public Hearing- Ordinances
- Ordinances
- Public Hearing- Resolutions
- Resolutions
- New Business
- Request for Future Workshop and Executive Session
- Citizen Comments
- Council Comments and Suggestions
- Adjournment

3.2 The Mayor, or a majority of the Council, may decide to consider items out of sequence from the printed agenda for the meeting. The Council cannot act on any items not listed on the agenda unless an emergency exists.

3.3 The consent agenda matters are of a routine nature or matters which previously have been studied by the Council at a work session and may be adopted by one motion. Other than introduction of the items by the City Manager, there will be no discussion of separate items, unless members of the Council request that a specific item be discussed and considered separately.

3.4 Prayer/Invocation at Council Voting Meetings - In order to solemnize proceedings of the City Council, it is the policy of the City Council to allow for an invocation or prayer to be offered at its meetings for the benefit of the City Council and the community.

3.5 The following guidelines allow for an invocation, which may include prayer, reflective moment of silence, or short solemnizing message.

1. No member of the Council, employee of the City, or any other person in attendance at the meeting shall be required to participate in any prayer or invocation that is offered.
2. The prayer/invocation shall be voluntarily delivered by any person who has offered.
3. The speaker shall not receive compensation for his or her service.
4. No speaker shall proselytize or otherwise openly seek to promote certain aspects of doctrine or faith; openly advocate or campaign for conversion of individuals or

groups; or openly advance any faith, belief, doctrine, or dogma. No prayer/ invocation shall disparage the religious faith or non-religious views of others.

5. It is recommended that the prayer/invocation be no more than two minutes in length.

The above guidelines are not intended, and shall not be implemented or construed in anyway, to affiliate the City Council with, nor express the Council's preference for, any faith or religious denominations. Rather, these guidelines are intended to acknowledge and express the City Council's respect for the diversity of both organized and unorganized religious denomination, as well as other faiths represented and practiced among the citizens of the City of Glendale.

- 3.6 Anyone violating of these guidelines is subject to disqualification from offering future prayers/invocations.
- 3.7 As adopted by Council, the City Council Meeting Rules and Guidelines state that the Mayor is the presiding officer of the meetings and as such:

“SECTION 2 – PRESIDING OFFICER

2.1 As provided by the City Charter, the Mayor, or in the Mayor's absence, the Vice-Mayor, is the presiding officer of the Council and will preside at all Council meetings.

2.2 The presiding officer will preserve order and decorum at all meetings of the Council to allow the orderly conduct of the business of the meeting and to provide persons in attendance with an interest in all agenda items to have an opportunity to have their item of interest duly considered by the Council, including a fair opportunity for interested persons to speak on public hearing items. Any decision by the Mayor on procedural matters in final, subject only to appeal to the whole Council as provided in *Robert's Rules*.

Therefore, the Mayor shall advise the speaker that their time is up in order to keep with the orderly operation of the meeting.

- 3.8 In no event shall a speaker be scheduled to offer a prayer/invocation at consecutive meetings of the Council.
- 3.9 In no event shall a speaker offer the prayer/invocation more than three times in one fiscal year. Similarly, no speaker from the same denomination, faith or sect shall speak more times than three in one fiscal year.
- 3.10 Neither the Council nor staff shall engage in any inquiry, examination, restriction, review of, or involvement in, the content of any prayer to be offered.

3.11 In the event that there is no scheduled speaker to offer the prayer/invocation, the agenda shall include a Moment of Silence.

3.12 The following language shall be included on every agenda:

“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.”

3.13 City officials should not give the impression that they are expressing an official City religion, are speaking on the City’s behalf or that City residents attending the meeting are expected to participate in the prayer/invocation.

3.14 Process:

1. The Mayor’s office will maintain a list of volunteers.
2. Volunteers will be able to sign up via the website, a hard copy request form also available on the website, or submitted in person to a representative of the Mayor’s Office at 5850 West Glendale Avenue.
3. As the requests are received they will be placed in that order. The speakers will be contacted in order of date and then time received and requested to speak at a future meeting of the Council.
4. The Mayor’s office will follow up with letter setting forth the date and time that the speaker should be prepared to offer the invocation/prayer. Additionally, the letter will remind the intended speaker that the prayer/invocation being offered cannot seek to proselytize in favor of one religion or sect or disparage another region or belief.

3.15 POSTING OF COLORS

1. IT IS THE POLICY OF THE COUNCIL TO ALLOW ORGANIZATIONS TO POST THE COLORS AT REGULAR VOTING MEETINGS OF THE COUNCIL.
2. ORGANIZATIONS SEEKING TO POST THE COLORS AT A MEETING SHALL CONTACT THE MAYOR’S OFFICE, WHICH SHALL MAINTAIN A LIST OF

VOLUNTEERS AND COORDINATE THE SCHEDULING OF POSTING ASSIGNMENTS.

SECTION 4: WORKSHOP MEETINGS

- 4.1 The Council may conduct workshop meetings or study session on matters which are expected to come before the Council for formal action at a regular meeting or otherwise need study by the Council. Items to be considered will be placed on an agenda as required by the open meetings statutes.
- 4.2 At workshop meetings the Council will receive information and presentation of issues from the City Manager and City staff. Council may ask questions and may request that certain information be provided or issues be addressed when items are considered further at another workshop meeting or a regular meeting of Council. Council may direct that matters under consideration be brought forward for formal action at a regular meeting, that further study be conducted if appropriate, that matters under consideration not be pursued further (except for matters requiring a public hearing), or that modifications be made before a matter is considered further.
- 4.3 Final action on items is not taken at workshop or study sessions. No formal vote of the Council in favor or against any agenda item may be taken at a workshop or study session.
- 4.4 Workshops are not public hearings. On public hearing items, public testimony will be taken before Council action on the item at a regular meeting. No member of the public or interested party has the right to make a presentation or address the Council on an item under consideration in a workshop or study session. Questions may be directed by the Council to a member of the public or another interested party or, in appropriate circumstances, a brief presentation may be permitted by a member of the public or another interested party on an agenda item or a particular question related to an agenda item. The Mayor may limit or end the time for such response to questions or presentation.

SECTION 5: ADDRESSING THE COUNCIL, REGULAR MEETINGS AND PUBLIC HEARINGS

- 5.1 Any person wishing to address the Council, on a public hearing item or other agenda item, must fill out a speaker card and turn it in to the City Clerk, indicating the speaker's name, address, and the agenda item on which he or she wishes to speak. Persons wishing to speak under "Citizen Comments" should designate a subject matter on which they will speak. On agenda items that are not scheduled for public hearing, brief public comment may be allowed, time permitting. The time permitted for such public comment by each speaker will be limited as provided for public hearing items. The Mayor may close the public comment on non-public hearing agenda items, even if not all interested parties have spoken, or end the time for comment by a speaker, to allow the meeting to proceed.

- 5.2 Citizen Comments occur at the end of the Council meeting. **These are speakers discussing items that are not on the Council Agenda.** These will be limited to three minutes per speaker.
- 5.3 Public Hearing Item Comments and Non-public Hearing Item Comments occur throughout the meeting. **These are for items that are on the Council meeting agenda** and are limited to five minutes per speaker.
- a. Speakers may be limited to less than five minutes each in consideration of the number of people wishing to speak, the length of the agenda, the number of public hearing items, and the timely and orderly progression of the meeting. Applicants on public hearing items and their attorneys, representatives, experts and supporting witnesses are not necessarily limited to a total of five minutes, but must be concise and coordinate their presentations to avoid repetition and unnecessary length. At the discretion of the Chair, rebuttal comments by the applicant or applicants' representative may be allowed. If allowed, rebuttal comments will address matters and questions raised in the public hearing, answers to questions by Council, and must be brief. Other than any rebuttal, no person will be allowed to address the Council after the public hearing is closed or after a motion is made on a non-public hearing item, without first securing the permission to do so.
- 5.4 Speakers on any items, whether a public hearing, other item on the agenda, or Citizen Comments, should address their comments to matters pertinent to the agenda item or subject matter at hand and should avoid repetition of the comments of previous speakers on the item. Simply stating agreement with the points raised by the prior speaker(s) will help move the meeting along so that all who wish to speak have the opportunity to do so within a reasonable time. Large groups whose members wish to speak on a matter may designate a spokesperson.
- 5.5 The purpose of public comment is to provide information and the speaker's views for Council consideration. Any questions raised by the speaker will not be answered by Council during the public hearing, but will be referred for follow-up by the City Manager or City staff after the conclusion of the public hearing. It is not appropriate in the public hearing or public comment period on another agenda item for the speakers to debate the matter under consideration with other speakers, the audience, or members of the Council. All comments should be addressed through the Chair. Questions may be posed to the speakers, any applicant's representatives, and City staff, by the Council, after being recognized by the Chair. Except when answering a direct question from a Councilmember, all remarks will be addressed to the Council as a whole, and not to individual members.
- 5.6 Proper decorum must be observed by members of the Council, by speakers in providing testimony and remarks, and by the audience. The Mayor shall keep control of the

meeting and require the speakers and audience to refrain from abusive or profane remarks, disruptive outbursts, applause, protests, or other conduct which disrupts or interferes with the orderly conduct of the business of the meeting. Personal attacks on Councilmembers, City staff, or members of the public are not allowed. It is inappropriate to utilize the public hearing or other agenda item for purposes of making political speeches, including threats of political action. Engaging in such conduct, and failing to cease such conduct upon request of the Mayor, will be grounds for ending a speaker's time at the podium or for removal of any disruptive person from the meeting room, at the direction of the Mayor.

- 5.7 Exhibits, letters, petitions and other documentary items presented or shown to the Council on a public hearing item become part of the records of the public hearing. Eleven collated sets of written or graphic materials should be provided by the speaker prior to the commencement of the hearing to allow for distribution to the Mayor and Council, key City staff, and a copy for the City Clerk to include in the public record of the hearing, whenever possible. Reduced copies (8 ½ x 11 or 8 ½ x 14) of large graphic exhibits should be provided as part of the sets of materials for distribution to the Council, staff, and for the record. This requirement may be waived for signed petitions submitted by neighborhoods or other citizen groups, although these groups also are encouraged to provide eleven sets of petitions where possible.



Legislation Description

File #: 15-237, **Version:** 1

AUTHORIZATION TO RECLASSIFY INTER-FUND ADVANCE TO INTERFUND TRANSFER

Staff Contact: Tom Duensing, Director, Finance and Technology

Purpose and Recommended Action

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing that an amount recorded in the City's General Ledger as an Advance From Other Funds to the General Fund and an Advance to Other Funds from certain business type (Enterprise) funds be reclassified to an interfund transfer.

Background

On May 11, 2010, the City Council adopted a resolution granting authority to the City Manager to sign agreements and secure the financial mechanisms necessary to make a payment of \$25 million to the NHL to satisfy the National Hockey League's requirements for them to operate the city owned arena so that the Phoenix Coyotes could continue to play in Glendale for the 2010-2011 NHL season. The financial mechanism used was recorded in the City's general ledger as an inter-fund advance of \$21 million from the Landfill Enterprise Fund and a \$4 million inter-fund advance from the Sanitation Enterprise fund.

On May 11, 2011 the City Council adopted a second resolution granting similar authority for the City Manager to make an additional agreement with the NHL, secure the financial mechanisms necessary, and pay up to an additional \$25 million for operation of the arena for the 2011-2012 NHL season. The financial mechanism used was an inter-fund advance from the Water and Sewer Enterprise Fund for \$15 million and additional inter-fund advances totaling \$5 million from other general fund sub-funds. As part of the agreement with the NHL, an additional \$5 million is scheduled to be paid to the NHL in Fiscal Year 2016-17.

A repayment plan for the inter-fund advances was developed as part of the budget process and payments from the general fund to the enterprise funds have occurred each year starting in 2012. Including the budgeted payment for FY2015, a total of \$723,750 in principal and \$2,837,696 in interest has been or will be paid to the enterprise funds for these advances. The amounts to be repaid each year were subject to Council approval as part of the budget process.

On March 17, 2015 at the Budget Workshop, staff presented information to the City Council on a plan for improving the financial stability and flexibility of the City by reclassifying the inter-fund advances to inter-fund transfers. The consensus of the Council was for staff to bring forward a resolution authorizing the City Manager or his designee to reclassify the advances in the City's general ledger.

Analysis

In 2011 and 2012, inter-fund advances were recorded on the City's general ledger as long-term borrowing

agreements between the General Fund and certain Enterprise Funds. At that time, cash was transferred from the Enterprise funds to the General Fund to make cash payments to secure agreements with the NHL. The result of this accounting treatment is that a long-term liability was established from the General Fund to various Enterprise Funds. On the General Fund Balance Sheet this causes the City's unassigned fund balance to be a negative number despite the long term nature of the advance repayment. The City's bond rating was serially downgraded by both Standard and Poor's and Moody's rating services beginning in 2011 and continuing through 2013. In their 2014 rating report, Standard and Poor's cited "very weak budget flexibility, with a negative available fund balance in fiscal years 2012 and 2013" as a key factor affecting their rating of the City's bonds.

The balance remaining on the inter-fund advance, after making the budgeted payment amount for 2015, will be \$39,276,250 which consists of \$14,771,250 from the Water and Sewer Enterprise Fund, \$20,584,200 from the Landfill Enterprise Fund, and \$3,920,800 from the Sanitation Enterprise Fund. This action will reclassify the inter-fund advances in the City's general ledger to inter-fund transfers which will remove the liability from the General Fund balance sheet and make the transfers permanent in nature. This transaction does not involve any transfer of cash between funds. The Cash was recorded, via inter-fund advance, in FY11-12 and FY12-13. Currently, Council has the option to appropriate or not appropriate annual inter-fund advance repayments each fiscal year. Council may elect to continue to appropriate or not appropriation transfers from the General Fund to the Enterprise Funds to support their operations each year as part of each fiscal year budget process. Future transfers would not be recorded in the general ledger as principal and interest payments remaining inter-fund advance balances would not be recorded in the annual financial statements.

Budget and Financial Impacts

This reclassification would increase the General Fund, fund balance by \$39,276,250 during the fiscal year ending June 30, 2015. The reclassification does not affect cash in any fund and no budget appropriation adjustments are necessary to complete the transfer.

Capital Expense? No

Budgeted? No

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. 4943 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THAT AN AMOUNT RECORDED IN THE CITY OF GLENDALE GENERAL LEDGER AS AN ADVANCE FROM OTHER FUNDS TO THE GENERAL FUND AND AN ADVANCE TO OTHER FUNDS FROM CERTAIN BUSINESS TYPE (ENTERPRISE) FUNDS BE RECLASSIFIED AS AN INTER-FUND TRANSFER.

WHEREAS, at the March 17, 2015 Council Workshop, staff presented to Council the current status of the Advance from Other Funds and the effect on the City's Financial Statements; and

WHEREAS, the Advance from Other Funds was originally classified as a form of long term borrowing between funds; and

WHEREAS, it is the desire of the City Council to reclassify this transaction as an inter-fund transfer which will eliminate the advances; and

WHEREAS, it is the desire of the City Council to make the transfers permanent in nature as they were funded from the applicable enterprise funds; and

WHEREAS, it is the desire of the City Council in doing so to improve the financial stability and flexibility of the City's finances; and

WHEREAS, it is the desire of the City Council to record the reclassification after the current year payment on the advances is recorded and on the last day of the current fiscal year which ends on June 30, 2015.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council hereby authorizes that the amount of \$39,276,250 recorded in the City of Glendale general ledger as an "Advance from Other Funds" to the General Fund and as an "Advance to Other Funds" in the amount of \$14,771,250 in the Water and Sewer Enterprise Fund and \$20,584,200 in the Landfill Enterprise Fund, and \$3,920,800 in the Sanitation Enterprise Fund be reclassified as a permanent transfer of \$14,771,250 from the Water and Sewer Enterprise Funds. \$20,584,200 from the Landfill Enterprise Fund, and \$3,920,800 from the Sanitation Enterprise Fund all to the General Fund.

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:

Acting City Manager

r_finance_interfund.doc



Legislation Description

File #: 15-247, Version: 1

AUTHORIZATION TO PAY THE REMAINING BALANCE AND EXECUTE ALL DOCUMENTS NECESSARY TO END A LEASE PURCHASE-BACK AGREEMENT OF CITY PROPERTY WITH BANC OF AMERICA LEASING

Staff Contact: Tom Duensing, Director, Finance and Technology

Purpose and Recommended Action

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager or his designee to pay the remaining balance and execute all documents necessary to end a lease purchase-back agreement of City property with Banc of America Leasing and authorize a budget appropriation transfer in an amount not to exceed \$9,250,000 for the lease payoff. Approval of this item is contingent upon approval of the Council agenda item Authorization to Reclassify Inter-Fund Advance to Inter-Fund Transfer (File ID 15-247).

Background

On May 24, 2011, the City Council adopted a resolution granting authority to the Finance Director to enter into a lease purchase back agreement of City property with Banc of America Leasing. As a result of the agreement, the City received \$11,503,100 which was used to pay off an outstanding lease, two outstanding notes payable, and costs of issuance of the financing. The interest rate on lease purchase back agreement is 5.4%

On March 17, 2015 at the Budget Workshop, staff presented information to the City Council on a plan to reduce future interest costs on this lease purchase back agreement by prepayment of the balance. The consensus of the Council was for staff to bring forward a resolution authorizing the City Manager or his designee to prepay the loan during this fiscal year.

Analysis

The outstanding principal currently owed on the lease is \$9,042,100. The terms of the lease require an additional one-percent of the principal which is \$90,421 plus any accrued interest. The terms of the agreement also require the City to provide the bank a fifteen (15) day notice of any prepayment. The estimated accrued interest owed on the lease, calculated through April 29, 2015, is \$80,265. Therefore, the total payoff amount is estimated to be \$9,212,786. When comparing this payoff amount to the remaining lease payments of \$9,915,434, the City is estimated to save \$702,648. Although the estimated lease payoff is \$9,212,786, payment authority is being requested up to \$9,250,000 to cover any unanticipated delays in this transaction.

As prepayment of this lease was not anticipated during the FY2014-15 budget process, a budget appropriation transfer is necessary to complete this transaction. City staff has determined that budget appropriation is

available to be transferred from the Transportation Capital Project Fund 2210 Department 65016 (Northern Avenue Super Street) to the General Fund 1000 Department 11380 which will not require the budget appropriation in the current year. No cash will be transferred from the Transportation Capital Project Fund and the necessary appropriation for the construction of the project can be restored through the FY15-16 budget process.

This action will authorize the City Manager or his designee to execute all documents and make the payment necessary to prepay the lease including penalty and accrued interest up to \$9,250,000 and further authorize the Finance and Technology Director to transfer budget appropriation only (no cash) from the Transportation Capital Projects Fund 2210 Department 65016 to the General Fund 1000 Department 11380 of up to \$9,250,000.

Per the transfer policy, appropriation transfers between funds can only be made through City Council approval in the last three months of the fiscal year. Therefore, this appropriation transfer complies with the Cash and Budget Appropriation Transfer Policy adopted December 10, 2013.

Budget and Financial Impacts

The lease prepayment is expected to save the City approximately \$702,648 in interest costs.

Capital Expense? No

Budgeted? No

Requesting Budget or Appropriation Transfer? Yes

If yes, where will the transfer be taken from? Budget appropriation transfer from Transportation Capital Projects Fund 2210, Department 65016.

RESOLUTION NO. 4944 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO PAY THE REMAINING BALANCE AND EXECUTE ALL DOCUMENTS NECESSARY TO END A LEASE-PURCHASE BACK AGREEMENT OF CITY PROPERTY WITH BANC OF AMERICA LEASING.

WHEREAS, at the March 17, 2015 Council Workshop, staff presented to Council the current status of the Lease-Purchase Back Agreement with Banc of America Leasing; and

WHEREAS, it is the desire of the Council to pay off the balance of the principal on Lease-Purchase Back Agreement which is approximately \$9,042,100; and

WHEREAS, the City has determined that Banc of America Leasing is entitled to be paid accumulated interest on the Lease Agreement through April 30, 2015 in the amount of approximately \$80,265; and

WHEREAS, the City has determined that Banc of America Leasing is entitled to be paid a one percent (1%) prepayment penalty on the Lease Agreement in an amount of approximately \$90,421; and

WHEREAS, it is the desire of the Council in so doing to save the City future interest costs of approximately \$783,000; and

WHEREAS, the City has determined that the City's General Fund has sufficient cash to pay off the balance of the lease including the interest and prepayment penalty; and

WHEREAS, the City has determined that the City's General Fund requires additional non-cash budget appropriation to make the required payment to Banc of America Leasing and that unused appropriation exists in fund 2210 – Transportation Capital Projects.

THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council finds that it is deemed in the best interest of the City of Glendale and the citizens thereof to pay off the balance of and end the Lease-Purchase Back Agreement.

SECTION 2. That the City Manager or designee, be hereby authorized and directed to execute all documents necessary to prepay the balance of the Lease-Purchase Back Agreement, including any interest and prepayment penalty.

SECTION 3. That the City Council authorizes the Finance and Technology Director to transfer budget appropriation only (not cash) from Transportation Capital Project Fund 2210 Department 65016 to the General Fund 1000 Department 11380 in the amount required to make the necessary payment up to \$9,250,000.

SECTION 4. That the City Council authorizes the City Manager or designee, to make the payment necessary to prepay the lease.

SECTION 5. That if any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section paragraph, or provision shall not affect any remaining provisions of this Resolution.

SECTION 6. That all resolutions or parts thereof, inconsistent herewith, are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any resolution or any part thereof.

SECTION 7. That this resolution shall be in full force and effect from and after its passage and adoption by the City Council.

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:

Acting City Manager



Legislation Description

File #: 15-242, Version: 1

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE SYSTEMATIC IMPROVEMENT OF CRASH DATA PROJECT

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) for the systematic improvement of crash data project, and authorize the acceptance of reimbursement from ADOT in an amount not to exceed \$50,000 for eligible costs incurred.

Background

In accordance with the Moving Ahead for Progress in the 21st Century Act, Highway Safety Improvement Program funds have been approved by the Federal Highway Administration (FHWA) for the statewide crash data improvement effort for Arizona. Upon authorization from the FHWA, the city will work with ADOT to develop and implement a system to electronically send crash data from the city's existing Records Management System to ADOT's Accident Location Identification and Surveillance System using the Arizona Criminal Justice Information System.

As part of the Glendale Police Department (GPD) Computer Aided Dispatch/Records Management System (CAD/RMS) replacement project, an interface for crash data was already planned in order to make sharing motor vehicle crash information with the state more efficient. GPD had originally intended to use RICO funds in the approximate amount of \$61,000 for the crash data interface. With federal funds now available through the IGA with ADOT, only a portion of the total estimated cost for the crash data interface will need to come from RICO.

Analysis

Through this agreement, the city designates ADOT as the authorized agent for the city, in order to be eligible for federal funds as approved by FHWA. ADOT will provide the crash XML Schema (formal description of universal format for data on the Web) and a service account to the city, while granting access to test and production servers as needed. ADOT will evaluate the city's project one year after reimbursement to ensure the project development and implementation has been completed. Staff is requesting that Council waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into the IGA with ADOT for the systematic improvement of crash data project and accept reimbursement from ADOT in an amount not to exceed \$50,000.

Budget and Financial Impacts

There is no cost to the city to enter into this IGA. ADOT will acquire federal funds for the project and reimburse the city for eligible costs incurred, up to and not to exceed \$50,000. This funding does not allow for the purchasing of any hardware. Should the project not be in place and/or compatible within one year after federal funds were made available, the city will repay all federal funds received for the project. A specific project account will be established in Fund 1840, the city's grant fund, once the agreement is fully executed.

RESOLUTION NO. 4945 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (“ADOT”) FOR THE SYSTEMATIC IMPROVEMENT OF CRASH DATA PROJECT AND AUTHORIZE THE ACCEPTANCE OF REIMBURSEMENT FROM ADOT.

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 Intergovernmental Agreement between the City of Glendale and the Arizona Department of Transportation for the Systematic Improvement of Crash Data Project (IGA/JPA No. 140004955-I) 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 City Council of the City of Glendale hereby authorizes the acceptance of reimbursement from ADOT for eligible costs incurred for the mentioned project, up to and not to exceed \$50,000.

SECTION 3. That the City Manager or designee is hereby authorized and directed to execute and deliver said agreement on behalf of the Glendale Police Department.

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:

Acting City Manager

iga_pd_crash data.doc

ADOT CAR No.: IGA /JPA 140004955--I
AG Contract No.: P0012015000301
Project: Systematic Improvement of Crash Data
– XML Schema
Federal-aid No.: 999-M(103)T
ADOT Project No.: M51201X
TIP/STIP No.:
**CFDA No.: 20.205 - Highway Planning
and Construction**
Budget Source Item No.: HSIP

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF GLENDALE

THIS AGREEMENT is entered into this date _____, 2015, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the CITY OF GLENDALE (the “City”). The State and the City are collectively referred to as “Parties.”

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. In accordance with the Moving Ahead for Progress in the 21st Century Act (MAP-21), Highway Safety Improvement Program (HSIP) funds have been approved by Federal Highway Administration (FHWA) for the statewide crash data improvement effort for Arizona. This effort will consist of the installation of the XML Schema to electronically send crash data from the City’s existing Records Management Systems (RMS) to ADOT’s Accident Location, Identification and Surveillance System (ALISS) using Arizona Criminal Justice Information System (ACJIS), hereinafter referred to as the “Project”. The State will acquire federal funds for the Project. This funding does not allow for the purchasing of any hardware.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

- a. Upon execution of this Agreement, be the designated agent for the City for the Project, in order to acquire funds, as approved by FHWA.
- b. Upon FHWA authorization, notify the City that they may proceed with the development and implementation of the Project.
- c. Provide ADOT's Crash XML Schema, provide Service Account to City and grant access to Test and Production servers as needed.
- d. Within thirty (30) days of receipt of an invoice and documentation of payment for services, reimburse the City for eligible costs incurred, up to and not to exceed **\$50,000.00**. Any costs incurred prior to the date of the official Notice to Proceed will not be eligible for reimbursement.
- e. Evaluate the City's Project one year after reimbursement to ensure Project development and implementation has been completed. Should the Project not be in place and/or compatible, the State will invoice the City for all reimbursed federal funds acquired for the Project.

2. The City will:

- a. Upon execution of this Agreement, designate the State as the authorized agent for the City, in order to be eligible for federal funds, as approved by FHWA.
- b. Upon notification from the State of FHWA authorization, proceed with the development and implementation of the Project.
- c. Develop the Crash XML interface for the City RMS and ensure the Crash XML output generated by the City conforms to the ADOT Crash XML Schema.
- d. Configure their ACJIS Network to allow the connection to ADOT, ensuring the interface will transmit the XML output to ADOT Server.
- e. Ensure the interface processes the transmission results. The results will indicate whether the crash report was Accepted or Rejected by ADOT. The results will also include a list of validation errors for the rejected reports. The rejected report must be forwarded to the officer for correction and resubmitting.
- f. Upon payment for services, no more than monthly, invoice the State, providing all necessary documentation, for reimbursement of eligible costs incurred not to exceed **\$50,000.00**. Any costs incurred prior to the date of the official Notice to Proceed will not be eligible for reimbursement.
- g. Within one year of reimbursement, ensure completion of Project development and implementation has been completed. Should the Project not be in place and/or compatible within one year after federal funds were made available, the City will repay all federal funds received for the Project.
- h. Agree to continue to use this process for sending in their crash data to ADOT from the date of Project implementation.

III. MISCELLANEOUS PROVISIONS

1. Either party may terminate this Agreement for convenience or cause upon thirty (30) days prior written notice to the other party. Upon any termination of this Agreement, the City shall repay all federal funds received for implementation of the Project.

2. To the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all liability, costs and/or damage incurred by any of the above arising or resulting from the Agreement; and from any other liability, damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by (a) the State, any of its departments, agencies, officers and employees, or its independent contractors; or (b) the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

4. The City acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine (9) months of the sub recipient fiscal year end.

ADOT – FMS
Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
SingleAudit@azdot.gov

5. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

6. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

7. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

8. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

10. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

11. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

For Contract Administration:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Glendale
Attn: Debora Black
6835 N 57th Drive
Glendale, AZ 85301
(623) 930-3059
(623) 931-2103 Fax

For Program Administration:

Intermodal Transportation Division
Traffic Records Section
206 S. 17th Ave, Mail Drop 064R
Phoenix, AZ 85007-3233

City of Glendale
Attn: Kent Strege
6835 N 57th Drive
Glendale, AZ 85301 (623) 930-3055
(623) 931-2103 Fax

For Financial Administration:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Glendale
Attn: Denise Krause
6835 N 57th Drive
Glendale, AZ 85301
(623) 930-3398
(623) 931-2103 Fax

12. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

13. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

14. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF GLENDALE

STATE OF ARIZONA
Department of Transportation

By _____
RICHARD A. BOWERS
Acting City Manager

By _____
STEVE BOSCHEN, P.E.
ITD Division Director

ATTEST:

By _____
PAMELA HANNA
City Clerk

IGA/JPA 14-0004955-I

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GLENDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2015.

City Attorney



Legislation Description

File #: 15-244, Version: 1

AUTHORIZATION TO ENTER INTO GRANT AGREEMENT HT-15-2537 WITH THE CITY OF TUCSON FOR THE HIGH INTENSITY DRUG TRAFFICKING AREA AND ACCEPT FUNDS FOR USE WITH THE ARIZONA WARRANT APPREHENSION NETWORK AND TACTICAL ENFORCEMENT DETAIL

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the entering into of grant agreement HT-15-2537 with the City of Tucson for the High Intensity Drug Trafficking Area (HIDTA) and authorize the City Manager or designee to accept funds in the amount of \$40,000 to provide overtime funding for the Arizona Warrant Apprehension Network and Tactical Enforcement Detail (AZWANTED) and execute all documents necessary to implement this program.

Background

Glendale Police Department (GPD) has been accepting federal HIDTA grants distributed by the City of Tucson since 2011. The AZWANTED initiative is an extension of the United States Marshals Service (USMS) Violent Offender Task Force. GPD entered into a memorandum of understanding with USMS on March 8, 2011 to join the Task Force and assigned one full-time detective as part of a joint law enforcement operation. The detective assigned investigates and arrests persons who have active state and federal warrants. The intent of the joint effort is to apprehend local, state, and federal fugitives.

By participating in the AZWANTED initiative, additional GPD detectives have the opportunity to gain further training and experience in warrant apprehension. This additional training and experience ultimately benefits GPD through more efficient and effective coordination of the investigations and apprehensions of dangerous and wanted felons who reside and/or have committed violent crimes in the City of Glendale. The HIDTA grants are awarded yearly and allow continued overtime funding for the detectives working with designated Task Forces.

Analysis

The City of Tucson, as the HIDTA fiduciary, notifies participating agencies annually of the cycle awards. On March 2, 2015, GPD was notified of the \$40,000 award under grant number HT-15-2537 for use in overtime funding for the AZWANTED. If approved, the agreement will be in effect through December 31, 2016. Staff is recommending that City Council adopt a resolution authorizing the entering into of grant agreement HT-15-2537, and further authorize the City Manager or designee to accept the funds and execute all documents necessary to implement this program.

Previous Related Council Action

On September 9, 2014, Council authorized the acceptance of the 2014 HIDTA grant and the grant adjustment from the City of Tucson in the total amount of \$40,000.

On August 13, 2013, Council authorized the acceptance of the 2013 HIDTA grant adjustment from the City of Tucson in the amount of \$20,800. This adjustment brought the total 2013 award to \$40,000.

Community Benefit/Public Involvement

Participation in the AZWANTED initiative assists GPD with more efficient and effective investigations, increasing the apprehension of fugitives, thereby reducing violent crime and improving public safety efforts in the City of Glendale.

Budget and Financial Impacts

There is no financial match required for this grant. A specific account will be established in Fund 1840, the city's grant fund, once the grant is accepted.

RESOLUTION NO. 4946 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF A GRANT AGREEMENT (GRANT NO. HT-15-2537) WITH THE CITY OF TUCSON FOR THE HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT, AND ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$40,000 TO PROVIDE OVERTIME FUNDING FOR THE ARIZONA WARRANT APPREHENSION NETWORK AND TACTICAL ENFORCEMENT DETAIL (AZWANTED) BY THE GLENDALE POLICE DEPARTMENT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council of the City of Glendale hereby authorizes the entering into of a Grant Agreement (Grant No. HT-15-2537) with the City of Tucson for the High Intensity Drug Trafficking Area (HIDTA) Grant, and acceptance of grant funds in the amount of \$40,000 to provide overtime funding for the Arizona Warrant Apprehension Network and Tactical Enforcement Detail (AZWANTED) by the Glendale Police Department.

SECTION 2. That the City Manager or designee is hereby authorized to execute any and all documents necessary for the entering into and acceptance of said grant 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:

Acting City Manager
g_pd_hidta.doc



**CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT**

COT Grant Number *HT-15-2537*

This Grant Agreement is made this 1ST day of January 2015 by and between the CITY OF TUCSON hereinafter called "CITY" and **GOVERNING BODY**, through **Glendale Police Department** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on January 1, 2015 and terminate on December 31, 2016. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.
2. The GRANTEE agrees that grant funds will be used for the **Arizona Warrant Apprehension Network and Tactical Enforcement Detail (AZ WANTED)**.
3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement; revoke the grant; require the return of all unspent funds, perform an audit of expended funds; and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the City of Tucson:

City of Tucson Police Department
HIDTA FIDUCIARY SECTION
270 S. Stone
Tucson, Arizona 85701
Attn: HIDTA Lead Management Analyst

B. If to the GRANTEE:

**Glendale Police Department
6835 North 57th Drive
Glendale, AZ 85364
Attn: Acting Assistant Chief Rick St. John**

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	0.00
Fringe Benefits	0.00
Overtime	\$40,000.00
Travel	0.00
Facilities	0.00
Services	0.00
Operating Expenses:	
Supplies	0.00
Other	0.00
Equipment (listed below)	0.00
TOTAL	\$40,000.00
See attached for budget detail.	

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
7. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. The GRANTEE understands that prior to the expenditure of confidential funds, an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in *ONDCP Financial and Administrative Guide for Cooperative Agreements Guidelines and Exhibit B*.

9. The GRANTEE certifies that it will comply with *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR Part 66 and *OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments* and HIDTA Program Policy & Budget Guidance.

Link: *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

10. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *ONDCP Financial and Administrative Guide for Cooperative Agreements* and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.
11. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.
12. For the purpose of this grant, a capital expenditure is \$1,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$1,000, the GRANTEE will use its own policy.

The GRANTEE shall maintain a tracking system, in accordance with ONDCP HIDTA Program Policy & Budget Guidance Section 8.04(A), to account for all HIDTA purchased equipment, vehicles, and other items valued at \$ 1000 or more at the time of purchase. This also includes lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices.

The GRANTEE agrees to abide by Section 8.06 that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

13. The GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR, Part 66.32 (e) (1-3) when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

Link: *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance Section 8.07 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

14. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance.
15. The GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

Link: *OMB Circular A-133* <http://www.whitehouse.gov/omb/circulars/index.html>

16. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

Report Period Month of:	Due Date:	Report Period Month of:	Due Date:
January 1 - 31	February 25	July 1 - 31	August 25
February 1 - 29	March 25	August 1 - 31	September 25
March 1 - 30	April 25	September 1 - 30	October 25
October 1 - 31	November 25	April 1 - 30	May 25
November 1 - 30	December 25	May 1 - 31	June 25
December 1 - 31	January 25	June 1 - 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

17. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.
18. The GRANTEE agrees to obtain ONDCP approval through the Arizona HIDTA Director for all sole-source procurements in excess of \$100,000, and provide written notification to the CITY, as indicated in 21 CFR Part 1403.36(d)(4).
19. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 28 CFR Part 67.510 for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *Excluded Parties Listing System* <http://epls.arnet.gov>
20. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.
21. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.
22. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.
23. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.
24. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

-
25. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (as "Indemnatee") 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 Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.
 26. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees 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 GRANTEE'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 Worker's 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 negligence 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 any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
 27. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
 28. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 1999-4 and 2000-4. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

29. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEOP) (if grantee is required pursuant to 28 CFR 42.302). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.
30. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR, Part 67 Sections 67.615 and 67.620.
31. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.
32. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.
33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
34. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
35. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
36. The Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

37. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
38. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.
39. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
40. Pursuant to resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.
41. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Acting Assistant Chief

Date

Printed Name and Title

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the CITY with the signed Agreement.

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CITY OF TUCSON:

Roberto A. Villaseñor, Chief of Police
City of Tucson Police Department

Date

Lisa Judge, Principal Assistant City Attorney
City of Tucson Police Department
Approved as to form

Date



CITY OF TUCSON
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant 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 City of Tucson 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 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
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, 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"***.

(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 against the City of Tucson, 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. Automobile Liability

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

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

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, 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"***.

(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.)

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the City of Tucson, 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 City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. 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 Grant Agreement.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.
- 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 City of Tucson 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 GRANTEE 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 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 GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson 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 CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, 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 City of Tucson agency, board, commission, or university then none of the above shall apply.



CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

**Confidential Funds Certification
Exhibit "B"**

CONFIDENTIAL FUNDS CERTIFICATION

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

Grant Number: «GrantNumber»

Date: _____

Signature: _____

Authorized Official

PROCEDURES

Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

Deviations from these elements must receive prior approval of the ONDCP.

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.
2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.
3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.
4. Cash Receipts.
 - a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.
 - b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:
 - a. The jurisdiction initiating the payment.
 - b. A description of the information/evidence received.
 - c. The amount of payment, both in numeral and word form.
 - d. The date on which the payment was made.
 - e. The signature of the informant payee.
 - f. The signature of the case agent or officer making payment.
 - g. The signature of at least one other officer witnessing the payment.
 - h. The signature of the first-line supervisor authorizing and certifying the payment.
6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.
7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.
8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

INFORMANT FILES

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.

2. Documentation. Each file should include the following information:
 - a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
 - b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
 - c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
 - d. Agreement with cooperating individual.
 - e. Receipt for P/I.
 - f. Copies of all debriefing reports (except for the Headquarters case file).
 - g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
 - h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
 - i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
 - j. Any deactivation report or declaration of any unsatisfactory informant.

INFORMANT MANAGEMENT AND UTILIZATION

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

2. An informant code book controlled by the supervisor or his/her designee containing:
 - a. Informant's code number.
 - b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
 - c. Informant's true name.
 - d. Name of establishing law enforcement officer.
 - e. Date the establishment is approved.
 - f. Date of deactivation.
3. Establish each informant file in accordance with Informant File Documentation (2).
4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

PAYMENTS TO INFORMANTS

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:
 - a. The level of the targeted individual, organization or operation.
 - b. The amount of the actual or potential seizure.
 - c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made.
 - a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

- b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.
- c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.
3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

ACCOUNTING AND CONTROL PROCEDURES

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
 - a. The significance of the investigation.
 - b. The need for this expenditure to further the investigation.
 - c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
 - a. The amount of funds involved.
 - b. The degree of security under which the funds are being held.
 - c. How long an extension is required.
 - d. The significance of the expenditure.

Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.



Legislation Description

File #: 15-245, Version: 1

AUTHORIZATION TO ENTER INTO GRANT AGREEMENT HT-15-2538 WITH THE CITY OF TUCSON FOR THE HIGH INTENSITY DRUG TRAFFICKING AREA AND ACCEPT FUNDS FOR USE WITH THE WEST VALLEY DRUG ENFORCEMENT TASK FORCE

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the entering into of grant agreement HT-15-2538 with the City of Tucson for the High Intensity Drug Trafficking Area (HIDTA) and authorize the City Manager or designee to accept funds in the amount of \$68,000 to provide overtime and services funding for the West Valley Drug Enforcement Task Force (WVDETF) and execute all documents necessary to implement this program.

Background

Glendale Police Department (GPD) has been accepting federal HIDTA grants distributed by the City of Tucson since 2011. The WVDETF has been given a HIDTA designation and the initiative is an extension of the United States Department of Justice Drug Enforcement Administration (DEA) Phoenix Task Force. GPD has partnered with DEA for more than two decades and recently entered into an intergovernmental agreement with DEA on September 9, 2014 to continue participation in the Phoenix Task Force, assigning two full-time detectives as part of a joint law enforcement operation. The detectives assigned gather and report intelligence data relating to trafficking in narcotics and dangerous drugs, conduct undercover operations where appropriate, and engage in other traditional methods of investigation. The intent of the joint effort is to suppress drug importation and sales.

By participating in the WVDETF initiative, additional GPD detectives have the opportunity to gain further training and experience with the interdiction of illicit drugs. This additional training and experience ultimately benefits GPD through more efficient and effective coordination of the investigation and apprehensions of dangerous drug traffickers who reside and/or have committed violent crimes in the City of Glendale. The HIDTA grants are awarded yearly and allow continued funding for detectives working the designated initiatives.

Analysis

The City of Tucson, as the HIDTA fiduciary, notifies participating agencies annually of the cycle awards. On March 2, 2015, GPD was notified of the \$68,000 award under grant number HT-15-2538 for use in funding with the WVDETF initiative, authorizing \$35,000 for overtime costs and \$33,000 for services. If approved, the agreement will be in effect through December 31, 2016. Staff is recommending that City Council adopt a resolution authorizing the entering into of grant agreement HT-15-2538, and further authorize the City

Manager or designee to accept the funds and execute all documents necessary to implement this program.

Previous Related Council Action

On September 9, 2014, Council authorized the acceptance of the 2014 HIDTA grant and the grant adjustment from the City of Tucson in the total amount of \$40,000.

On August 13, 2013, Council authorized the acceptance of the 2013 HIDTA grant adjustment from the City of Tucson in the amount of \$20,800. This adjustment brought the total 2013 award to \$40,000.

Community Benefit/Public Involvement

Participation in the WVDETF initiative assists GPD with more efficient and effective investigations, increasing the apprehension of dangerous drug traffickers, thereby reducing violent crime and improving public safety efforts in the City of Glendale.

Budget and Financial Impacts

There is no financial match required for this grant. A specific account will be established in Fund 1840, the city's grant fund, once the grant is accepted.

RESOLUTION NO. 4947 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF A GRANT AGREEMENT (GRANT NO. HT-15-2538) WITH THE CITY OF TUCSON FOR THE HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT, AND ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$68,000 TO PROVIDE OVERTIME AND SERVICES FUNDING FOR THE WEST VALLEY DRUG ENFORCEMENT TASK FORCE (WVDETF) BY THE GLENDALE POLICE DEPARTMENT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council of Glendale hereby authorizes the entering into of a Grant Agreement (Grant No. HT-15-2538) with the City of Tucson for the High Intensity Drug Trafficking Area (HIDTA) Grant, and acceptance of grant funds in the amount of \$68,000 to provide overtime and services funding for the West Valley Drug Enforcement Task Force (WVDETF) by the Glendale Police Department.

SECTION 2. That the City Manager or designee is hereby authorized to execute any and all documents necessary for the entering into and acceptance of said grant 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:

Acting City Manager
g_pd_WVDETF.doc



CITY OF TUCSON HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT AGREEMENT

COT Grant Number *HT-15-2538*

This Grant Agreement is made this 1ST day of January 2015 by and between the CITY OF TUCSON hereinafter called "CITY" and **GOVERNING BODY**, through **Glendale Police Department** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on January 1, 2015 and terminate on December 31, 2016. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.
2. The GRANTEE agrees that grant funds will be used for the **West Valley Drug Enforcement Task Force (WVDETF)**
3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement; revoke the grant; require the return of all unspent funds, perform an audit of expended funds; and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the City of Tucson:

City of Tucson Police Department
HIDTA FIDUCIARY SECTION
270 S. Stone
Tucson, Arizona 85701
Attn: HIDTA Lead Management Analyst

B. If to the GRANTEE:

**Glendale Police Department
6835 North 57th Drive
Glendale, AZ 85364
Attn: Acting Assistant Chief Rick St. John**

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	0.00
Fringe Benefits	0.00
Overtime	\$35,000.00
Travel	0.00
Facilities	0.00
Services	\$33,000.00
Operating Expenses:	
Supplies	0.00
Other	0.00
Equipment (listed below)	0.00
TOTAL	\$68,000.00
See attached for budget detail.	

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
7. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. The GRANTEE understands that prior to the expenditure of confidential funds, an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in *ONDCP Financial and Administrative Guide for Cooperative Agreements Guidelines and Exhibit B*.

9. The GRANTEE certifies that it will comply with *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR Part 66 and *OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments* and HIDTA Program Policy & Budget Guidance.

Link: *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

10. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *ONDCP Financial and Administrative Guide for Cooperative Agreements* and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.
11. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.
12. For the purpose of this grant, a capital expenditure is \$1,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$1,000, the GRANTEE will use its own policy.

The GRANTEE shall maintain a tracking system, in accordance with ONDCP HIDTA Program Policy & Budget Guidance Section 8.04(A), to account for all HIDTA purchased equipment, vehicles, and other items valued at \$ 1000 or more at the time of purchase. This also includes lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices.

The GRANTEE agrees to abide by Section 8.06 that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

13. The GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR, Part 66.32 (e) (1-3) when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

Link: *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance Section 8.07 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

14. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance.
15. The GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

Link: *OMB Circular A-133* <http://www.whitehouse.gov/omb/circulars/index.html>

16. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

Report Period Month of:	Due Date:	Report Period Month of:	Due Date:
January 1 - 31	February 25	July 1 - 31	August 25
February 1 - 29	March 25	August 1 - 31	September 25
March 1 - 30	April 25	September 1 - 30	October 25
October 1 - 31	November 25	April 1 - 30	May 25
November 1 - 30	December 25	May 1 - 31	June 25
December 1 - 31	January 25	June 1 - 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

17. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.
18. The GRANTEE agrees to obtain ONDCP approval through the Arizona HIDTA Director for all sole-source procurements in excess of \$100,000, and provide written notification to the CITY, as indicated in 21 CFR Part 1403.36(d)(4).
19. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 28 CFR Part 67.510 for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *Excluded Parties Listing System* <http://epls.arnet.gov>
20. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.
21. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.
22. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.
23. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.
24. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

-
25. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (as "Indemnatee") 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 Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.
 26. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees 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 GRANTEE'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 Worker's 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 negligence 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 any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
 27. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
 28. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 1999-4 and 2000-4. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

29. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEO) (if grantee is required pursuant to 28 CFR 42.302). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.
30. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR, Part 67 Sections 67.615 and 67.620.
31. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.
32. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.
33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
34. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
35. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
36. The Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

37. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
38. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.
39. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
40. Pursuant to resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.
41. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Acting Assistant Chief

Date

Printed Name and Title

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the CITY with the signed Agreement.

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CITY OF TUCSON:

Roberto A. Villaseñor, Chief of Police
City of Tucson Police Department

Date

Lisa Judge, Principal Assistant City Attorney
City of Tucson Police Department
Approved as to form

Date



CITY OF TUCSON
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant 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 City of Tucson 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 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
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The City of Tucson, 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”.***

(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 against the City of Tucson, 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. Automobile Liability

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

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

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, 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"***.

(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.)

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the City of Tucson, 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 City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. 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 Grant Agreement.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.
- 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 City of Tucson 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 GRANTEE 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 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 GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson 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 CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, 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 City of Tucson agency, board, commission, or university then none of the above shall apply.



CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

Confidential Funds Certification
Exhibit "B"

CONFIDENTIAL FUNDS CERTIFICATION

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

Grant Number: «GrantNumber»

Date: _____

Signature: _____

Authorized Official

PROCEDURES

Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

Deviations from these elements must receive prior approval of the ONDCP.

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.
2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.
3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.
4. Cash Receipts.
 - a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.
 - b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:
 - a. The jurisdiction initiating the payment.
 - b. A description of the information/evidence received.
 - c. The amount of payment, both in numeral and word form.
 - d. The date on which the payment was made.
 - e. The signature of the informant payee.
 - f. The signature of the case agent or officer making payment.
 - g. The signature of at least one other officer witnessing the payment.
 - h. The signature of the first-line supervisor authorizing and certifying the payment.
6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.
7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.
8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

INFORMANT FILES

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.

2. Documentation. Each file should include the following information:
 - a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
 - b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
 - c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
 - d. Agreement with cooperating individual.
 - e. Receipt for P/I.
 - f. Copies of all debriefing reports (except for the Headquarters case file).
 - g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
 - h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
 - i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
 - j. Any deactivation report or declaration of any unsatisfactory informant.

INFORMANT MANAGEMENT AND UTILIZATION

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

2. An informant code book controlled by the supervisor or his/her designee containing:
 - a. Informant's code number.
 - b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
 - c. Informant's true name.
 - d. Name of establishing law enforcement officer.
 - e. Date the establishment is approved.
 - f. Date of deactivation.
3. Establish each informant file in accordance with Informant File Documentation (2).
4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

PAYMENTS TO INFORMANTS

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:
 - a. The level of the targeted individual, organization or operation.
 - b. The amount of the actual or potential seizure.
 - c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made.
 - a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.

c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

ACCOUNTING AND CONTROL PROCEDURES

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
 - a. The significance of the investigation.
 - b. The need for this expenditure to further the investigation.
 - c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
 - a. The amount of funds involved.
 - b. The degree of security under which the funds are being held.
 - c. How long an extension is required.
 - d. The significance of the expenditure.

Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.



Legislation Description

File #: 15-229, Version: 1

**REZONING (ZON) APPLICATION ZON14-04 (ORDINANCE): CARMEL ESTATES - 19268 NORTH 54TH AVENUE
(PUBLIC HEARING REQUIRED)**

Staff Contact: Tabitha Perry, Assistant Planning Director

Purpose and Recommended Action

This is a request for City Council to conduct a public hearing, waive reading beyond the title, and adopt an ordinance for ZON14-04 subject to the stipulations as recommended by the Planning Commission.

Mandalay Communities is requesting to amend the development standards for approximately 10 acres of land in the R1-6 PRD (Single Residence, Planned Residential Development) zoning district.

Background

This request is to amend the development standards for the Carmel Estates Planned Residential Development to decrease from 15 feet and 23 feet front yard setbacks to 10 feet and 20 feet front yard setbacks, eliminate the required 3 foot stagger between adjacent homes, decrease the required rear yard setback from 20 feet to 15 feet, increase the maximum permitted lot coverage from 40 percent to 48 percent, allow the required 10 foot corner lot setback to be measured from the right-of-way, and include the width of the adjacent landscape tract in the 10 foot side yard setback.

The property is designated as Medium Density Residential (MDR), 3.5 to 5 dwelling units per acre on the General Plan. The approximately 10 acre site is located at the northwest corner of Skunk Creek and 54th Avenue. The housing products proposed by Mandalay Homes have been submitted for Design Review (DR15-06) and will be considered concurrently with the rezoning application.

The subdivision consists of 39 new single family residential lots. Lot sizes vary from 6,818 to 13,254 square feet with an average lot size of 7,376 square feet. The minimum lot width is 62 feet and the minimum lot depth is 110 feet. Improvements to the property are under construction with new public streets and infrastructure. Currently, no homes have been constructed. The applicant intends to submit plans for a model home complex in advance of selling new houses.

Mandalay Communities was not the original developer of Carmel Estates at the time the property was rezoned in 2006 with the current development standards. Mandalay Homes now proposes to build homes which require modification of the existing PRD standards.

The rezoning approval is necessary for the modifications to be approved. If approved the subdivision would be able to develop with the new PRD standards identified below:

DEVELOPMENT STANDARDS	EXISTING R1-6 PRD Standards	PROPOSED R1-6 PRD Standards
Minimum Lot Area	6,800 square feet	6,800 square feet
Minimum Lot Width	62 feet	62 feet
Minimum Lot Depth	110 feet	110 feet
Minimum Front Yard Setback	15 feet to living area; 23 feet to front loaded garage; 3 foot stagger between lots	10 feet to living area, porch, or side loaded garage; 20 feet to front loaded garage
Minimum Side Yards	5 and 10 feet (10 foot separation between buildings on adjacent lots) (bay windows and entertainment center may project 2 feet into the 10 foot side yard setback)	5 feet and 10 feet (10 foot separation between buildings on adjacent lots) (bay windows and entertainment center may project 2 feet into the 10 foot side yard setback)
Minimum Distance Between Buildings on Adjacent Lots	10 feet	10 feet
Maximum Street Side Yard Setback	10 feet	10 feet (Street side yard setback is measured from right-of-way and includes adjacent landscape tract)
Minimum Rear Yards	20 feet	15 feet
Maximum Lot Coverage	40%	48%
Maximum Building Height	30 feet	30 feet

Analysis

The proposed amendment is consistent in substance and location with the development objectives of the General Plan. The proposed amendment furthers the public health, safety, and general welfare of the citizens of Glendale. As the amendment is to the official Zoning Map, the proposed change will include any conditions necessary to mitigate any adverse impacts on the businesses, persons, or properties adjacent to the requested amendment. A finding is made that Section 3.812 (Adequate School Facilities) of the Zoning Ordinance was met at the time of the previous zoning case.

The proposal will be compatible with other existing and planned developments in the area. The modifications of the proposed development standards will allow Mandalay Communities to develop lots with a specific house product for the subdivision. The inclusion of the adjacent landscape tract in the street side yard setback will still require the houses to have 5 foot and 10 foot side yard setbacks on the lot.

Previous Related Council Action

A Final Plat for Carmel Estates (FP12-01) was approved by the City Council on October 23, 2012. Carmel

Estates was rezoned from A-1 (Agricultural) and R1-6 PRD (Single Residence, Planned Residential Development) to R1-6 PRD by case ZON05-01 approved by City Council on January 10, 2006.

Community Benefit/Public Involvement

This rezoning application will not be increasing the number of lots in the subdivision; therefore, no new certificate of adequate school facilities is required. As part of the prior rezoning action the Deer Valley Unified School District determined that adequate facilities to support this development existed.

On January 12, 2015, a total of 214 notification letters were mailed to adjacent property owners and interested parties. The applicant did not receive any response regarding the request. The applicant's Citizen Participation Final Report (without mailing labels) is attached.

Planning received three public comments to the request. The first was from a resident along 54th Avenue east of the subdivision. The resident was opposed to the 10 foot front yard setbacks. He said approval of this request will add more people into the neighborhood. He wanted sidewalks along 54th Avenue, south of Carmel Estates. A second comment (attached) was concerned about traffic on 54th Avenue. A third comment (attached) was concerned about the reduction in the rear yard setback for lots adjacent to or backing up to the existing homes along Topeka Drive. The applicant has agreed to leave the rear yard setback for lots backing up to the existing homes along Topeka Drive at 20 feet, and a stipulation reflecting this has been added.

A Notice of Public Hearing was published in *The Glendale Star* on March 26, 2015. Notification postcards of the public hearing were mailed to adjacent property owners and interested parties on March 27, 2015. The property was posted by the applicant on January 26, 2015.

ORDINANCE NO. 2933 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 19268 NORTH 54TH AVENUE FROM R1-6 PRD (SINGLE RESIDENCE – PLANNED RESIDENTIAL DEVELOPMENT) TO R1-6 PRD AMENDED (SINGLE RESIDENCE – PLANNED RESIDENTIAL DEVELOPMENT AMENDED); AMENDING THE ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Glendale Planning Commission held a public hearing on March 5, 2015 in zoning case ZON14-04 in the manner prescribed by law for the purpose of rezoning property located at 19268 North 54th Avenue from R1-6 PRD (Single Residence – Planned Residential Development) to R1-6 PRD Amended (Single Residence – Planned Residential Development Amended);

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in *The Glendale Star* on February 12, 2015; and

WHEREAS, the City of Glendale Planning Commission has recommended to the Mayor and the Council the zoning of property as aforesaid and the Mayor and the Council desire to accept such recommendation and rezone the property described on Exhibit A as aforesaid.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That a parcel of land in Glendale, Maricopa County, Arizona located at 19268 North 54th Avenue and more accurately described in Exhibit A to this ordinance, is hereby conditionally rezoned from R1-6 PRD (Single Residence – Planned Residential Development) to R1-6 PRD Amended (Single Residence – Planned Residential Development Amended).

SECTION 2. That the rezoning herein provided for be conditioned and subject to the following:

1. All prior representations and stipulations of zoning case ZON05-01 Carmel Estates not modified by this case shall continue to apply.
2. Development shall be in substantial conformance with the applicant's Project Narrative dated January 12, 2015.
3. The rear yard setback on lots 31 through 35 will remain at 20 feet.

SECTION 3. Amendment of Zoning Map. The City of Glendale Zoning Map is herewith amended to reflect the change in districts referred to and the property described in Section 1 above.

SECTION 4. Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

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:

Acting City Manager

o_plan_zon14 04.doc

Exhibit "A"

ZON14-04 Legal Description

The Carmel Estates subdivision, according to the plat of records in the office of the County Recorder of Maricopa County, Arizona, in Book 1135 of Maps, Page 11.

Mandalay Homes
2320 E Baseline Rd, Suite B115
Phoenix, AZ 85040



December 2, 2014

Steve Shea,

Linderoth Architects is proud to be a part of the Mandalay Homes team developing the Carmel Estates Residential project in Glendale, Arizona. We look forward to being part of bringing a successful residential project to the community. The following outlines our recommendations for amending the current Development Standards giving Mandalay Homes the best opportunity in providing the intended housing product type for this project and market. These revised standards were developed in unison with Mandalay Homes and Arizona Land Design with information obtained per previous approved documents.

Mandalay Communities is requesting an amendment to the development standards for the Carmel Estates Planned Residential Development. The proposed amendments to these standards are intended to allow a more unique and diverse housing product that would be a positive addition to the community. The amendments requested allow for increased setbacks and building coverage in providing multiple garage and building orientations. These considerations would contribute to the overall concept of reinforcing a desirable and diverse street scene.

The proposed housing product includes multiple single-story and two-story plans all providing 3-car standard garages. Flexible home designs will allow the option for homeowners to suit their lifestyle by extending livable spaces into existing garages, adding additional garage bays or even creating a loft on single story homes. Additional garage bays will be provided by side-entry or forward facing garages specific to each plan. These optional garages allow further opportunities for livable spaces or just providing the rare but desirable garage space. This in return would provide adaptable and marketable plan designs that allow homeowners to customize their homes while encouraging them to maintain vehicles off the street and driveways and into garages. Forward facing garages have been designed to remain behind the front face of the building. The mix of recessed garages, side-entry garages with entry porches with varying setbacks would reinforce the City's goal of providing staggered product that eliminates the appearance of undesirable garage dominated communities with aligned garages.

Three distinct elevations will be offered with characters complementing the overall community. Multiple material selections and color schemes will further promote the diversity of the product.

The following chart outlines the City's R1-6 zoning district development standards, the currently approved Carmel Estates development standards, and the amended development standards proposed with this application.

The specific standards requested to be revised are:

- Minimum front setback
 - We are requesting a decrease from 15'-23' minimum front setback to 10'-20' to allow for the optional side-entry garages which increase the diversity of the streetscape. We are also requesting the required 3' stagger between adjacent homes be accomplished within the product design with recessed garages, optional side-entry garages and staggered entries.
- Minimum rear setback
 - We are requesting a rear setback decrease from 20' to 15' to allow side-entry garage options while still maintaining large rear yards.
- Maximum percentage of building coverage
 - We are requesting an increase from 40% building coverage to 48% building coverage in order to provide adequate sized homes and the flexibility to provide 3 or 4 car garages to maintain cars off the street.
- Clarify that the 10' corner lot setback is measured from the right of way and includes the width of the adjacent landscape tract.

Carmel Estates Development Standards

December 2, 2014

Description	R1-6 Zoning District Development Standards	Currently Approved Carmel Estates Development Standards	Proposed PRD Amendment Development Standards
Minimum Net Lot Area	6,000 sf	6,820 sf	6,820 sf
Minimum Lot Width	60'	62'	62'
Minimum Lot Depth	100'	110'	110'
Minimum Front Setback	20' to 23' (1)	15' to 23' (1,3)	10' to 20' (4,5)
Minimum Rear Setback	20'	20'	15'
Minimum Side Setback	5' to 10' (2)	5' to 10' (2)	5' to 10' (2)
Minimum Distance Between Buildings on Adjacent Lots	15'	15'	15'
Minimum Street Side Yard Setback	10'	10'	10' (6)
Maximum Structure Height	30'	30'	30'
Maximum Percent Building Coverage	40%	40%	48% (7)

1. Minimum 3' stagger on adjacent lots.
2. Minimum 10' separation between buildings on adjacent lots. Bay windows and entertainment center may project 2' into the "ten-foot" side yard setback.
3. Minimum 20' to face of garage, 15' to living area.
4. Minimum 3' stagger within building product.
5. Minimum 20' to face of front-entry garage, 10' to living area, porch or side-entry garage.
6. Street side yard setback is measured from right of way and includes adjacent landscape tract.
7. Percentage includes structures under roof including living areas, garage, covered porches and covered patios.

CITIZEN PARTICIPATION PLAN

PRD AMENDMENT FOR CARMEL ESTATES

NORTHWEST CORNER OF 54TH AVENUE AND SKUNK CREEK WASH
19268 NORTH 54TH AVENUE

CASE #ZON 14-04

January 12, 2015

Prepared by:
Steve Shea, Vice President
Mandalay Communities, Inc.
2320 East Baseline Road, #148-605
Phoenix, AZ 85042
Phone: 602-499-6179

Prepared by:
Christine Taratsas, RLA
Arizona Land Design, LLC
5202 East Oakhurst Way
Scottsdale, AZ 85254
Phone: 480-951-6410

01.13.15
APPROVED PLAN
COMMUNITY DEVELOPMENT
CITY OF GLENDALE
BY *Jan M. Finkle*
Planning
DIRECTOR

Description of Proposed Project: Mandalay Communities is requesting an amendment to the development standards for the Carmel Estates Planned Residential Development. The proposed amendments to the current standards are intended to allow a more unique and diverse housing product that would be a positive addition to the community. The amendments requested allow for increased setbacks and building coverage in order to provide multiple garage and building orientations. These considerations would contribute to the overall concept of reinforcing a desirable and diverse street scene.

Notification Technique: Mandalay Communities will be notifying neighbors within 500 feet of the site of the proposed PRD Amendment request. A copy of the notification letter is attached which includes a letter, project location map, and copy of the project narrative. The letters will be addressed, stamped and the above information will be inserted into envelopes. The unsealed envelopes will be provided to City staff for sealing and mailing.

Notification: No Glendale Homeowners Associations or registered neighborhood groups exist within notification area. A list of interested parties to be notified was provided by City staff and is attached. In addition to the neighbors, the following individuals will be notified of the proposal:

City of Glendale Mayor's Office
Mayor Weiers
5850 West Glendale Avenue
Glendale, AZ 85301

Glendale City Council Office
Council Member Tolmachoff
5850 West Glendale Avenue
Glendale, AZ 85301

Jon Froke, AICP, Planning Director
City of Glendale Planning Dept.
5850 West Glendale Ave., #212
Glendale, AZ 85301

Diana Figueroa, Sr. Secretary
City of Glendale Planning Dept.
5850 West Glendale Ave., #212
Glendale, AZ 85301

Affect of Proposal: Mandalay Communities believes that the proposed amendments to the PRD setbacks will not adversely affect any interested party, either directly or indirectly. In contrast, we believe that the proposed changes will enhance a desirable and diverse street scene for residents and neighbors. By providing opportunities for a mix of garages, we will avoid the appearance of an undesirable garage dominated community.

How Concerns Will be Addressed: We do not anticipate any objections to the proposal by the notified neighbors or interested parties. However, if an issue or concern arises, we have provided a contact name and number in the notification letter. This will allow any concerned neighbor to talk directly to a person who can address their concerns. If necessary, we will have a neighborhood meeting to address multiple concerns. However, Mandalay Communities does not anticipate this necessity at this time.

Changes to Proposal Following Notification: In the event that changes are made to the proposal following notification to neighbors, Mandalay Communities will mail an additional letter which will outline the changes to all interested parties.

Status Update to Planning Department: Mandalay Communities or its representative will inform Planning staff of the status of the Citizen Participation Plan effort via email or phone conversations.

Proposed Schedule: The Citizen Participation Plan is anticipated to be submitted to City Planner on or before January 9, 2015. The estimated plan implementation date is January 12, 2015. The notification letters will be mailed by January 12, 2015 or upon City Planner's approval. The neighbors and interested parties will have til January 26, 2015 (2 weeks) to respond to the proposal.

A Citizen Participation Final Report will be submitted to the City Planner by January 27, 2015.



January 12, 2015

Subject: PRD Amendment to Revise Development Standards for Carmel Estates
Planned Residential Development located at 19268 North 54th Drive, Glendale, Arizona
Zoning Case #ZON 14-04

Dear Neighbor:

We are sending you this letter to inform you that Mandalay Communities is applying to the City of Glendale for an Amendment to revise the currently approved development standards for Carmel Estates Planned Residential Development. The property is located at 19268 North 54th Drive within the Cholla City Council District.

The proposed changes would allow Mandalay Communities the opportunity to build side-entry garage units which increases the diversity of the streetscape. As well as requesting an increase in building coverage in order to provide adequate sized homes and the flexibility to provide 3 or 4 car garages to maintain cars off the street. Along with this letter, we have included a plan illustrating the location of Carmel Estates and the project narrative which we submitted to the City of Glendale describing our proposed amendments.

If you have any questions, comments or concerns regarding our proposal, please write, email or call me by January 26, 2015. My address is listed below, my email is steve@mandalayhomes.com, and my direct phone number is 602-499-6179. You may also contact Jon Froke with the City of Glendale at 623-930-2585 or email him at jfroke@glendaleaz.com.

Best Regards,

MANDALAY COMMUNITIES, INC.

Steve Shea
Vice President of Construction

CC: Jon Froke, City of Glendale



Carmel Estates by **MANDALAY HOMES**

Location Map

**Arizona
Band
Design**
5202 East Oakhurst Way
Scottsdale, Arizona 85254
Phone: 480-951-6410



North
Not to Scale

Job #2014.14
Date: 1/9/2015

Project Narrative to Accompany a
PRD Amendment to Revise Development Standards for
Carmel Estates Planned Residential Development
located at 19268 North 54th Drive, Glendale, Arizona
City Zoning Number: ZON #14-04
January 12, 2015

Mandalay Communities is requesting an amendment to the development standards for the Carmel Estates Planned Residential Development. The proposed amendments to these standards are intended to allow a more unique and diverse housing product that would be a positive addition to the community. The amendments requested allow for increased setbacks and building coverage in providing multiple garage and building orientations. These considerations would contribute to the overall concept of reinforcing a desirable and diverse street scene.

The proposed housing product includes multiple single-story and two-story plans all providing 3-car standard garages. Flexible home designs will allow the option for homeowners to suit their lifestyle by extending livable spaces into existing garages, adding additional garage bays or even creating a loft on single story homes. Additional garage bays will be provided by side-entry or forward facing garages specific to each plan. These optional garages allow further opportunities for livable spaces or just providing the rare but desirable garage space. This in return would provide adaptable and marketable plan designs that allow homeowners to customize their homes while encouraging them to maintain vehicles off the street and driveways and into garages. Forward facing garages have been designed to remain behind the front face of the building. The mix of recessed garages, side-entry garages with entry porches with varying setbacks would reinforce the City's goal of providing staggered product that eliminates the appearance of undesirable garage dominated communities with aligned garages.

Three distinct elevations will be offered with characters complementing the overall community. Multiple material selections and color schemes will further promote the diversity of the product.

The following chart outlines the City's R1-6 zoning district development standards, the currently approved Carmel Estates development standards, and the amended development standards proposed with this application.

The specific standards requested to be revised are:

- Minimum front setback
 - We are requesting a decrease from 15'-23' minimum front setback to 10'-20' to allow for the optional side-entry garages which increase the diversity of the streetscape. We are also requesting the required 3' stagger between adjacent homes be accomplished within the product design with recessed garages, optional side-entry garages and staggered entries.
- Minimum rear setback
 - We are requesting a rear setback decrease from 20' to 15' to allow side-entry garage options while still maintaining large rear yards.
- Maximum percentage of building coverage
 - We are requesting an increase from 40% building coverage to 48% building coverage in order to provide adequate sized homes and the flexibility to provide 3 or 4 car garages to maintain cars off the street.
- Clarify that the 10' corner lot setback is measured from the right of way and includes the width of the adjacent landscape tract.

Carmel Estates Development Standards

January 12, 2015

Description	R1-6 Zoning District Development Standards	Currently Approved Carmel Estates Development Standards	Proposed PRD Amendment Development Standards
Minimum Net Lot Area	6,000 sf	6,820 sf	6,820 sf
Minimum Lot Width	60'	62'	62'
Minimum Lot Depth	100'	110'	110'
Minimum Front Setback	20' to 23' (1)	15' to 23' (1,3)	10' to 20' (4,5)
Minimum Rear Setback	20'	20'	15'
Minimum Side Setback	5' to 10' (2)	5' to 10' (2)	5' to 10' (2)
Minimum Distance Between Buildings on Adjacent Lots	15'	15'	15'
Minimum Street Side Yard Setback	10'	10'	10' (6)
Maximum Structure Height	30'	30'	30'
Maximum Percent Building Coverage	40%	40%	48% (7)
<ol style="list-style-type: none"> 1. Minimum 3' stagger on adjacent lots. 2. Minimum 10' separation between buildings on adjacent lots. Bay windows and entertainment center may project 2' into the "ten-foot" side yard setback. 3. Minimum 20' to face of garage, 15' to living area. 4. Minimum 3' stagger within building product. 5. Minimum 20' to face of front-entry garage, 10' to living area, porch or side-entry garage. 6. Street side yard setback is measured from right of way and includes adjacent landscape tract. 7. Percentage includes structures under roof including living areas, garage, covered porches and covered patios. 			

Froke, Jon

To: Bonnie
Subject: Carmel Estates Development

Original Message-----

From: Bonnie [<mailto:bonmeyer8@aol.com>]
Sent: Thursday, January 29, 2015 9:59 AM
To: steve@mandalayhomes.com ; Froke, Jon
Subject: Carmel Estates development

Good morning gentlemen,

As a 'neighbor' of the homes being developed on 54th Drive, I received a letter in the mail regarding proposed changes for the development standards of the homes. While I'm not opposed to the proposed changes, I do have one concern.

The proposed changes would accommodate more garage space, which would likely increase consumer spending on the number of vehicles each family would own. The increase of vehicles would also increase the traffic in and out of the development. I can't readily visualize where city streets are planned as of yet but would like to know where the entrances and exists would be for the development. My concern is increased traffic on 54th Avenue where no sidewalks exist and children walk to school each day. 54th Avenue is already not maintained very well by the city and used to be a dead end road off of Union Hills. I'm hoping an entrance will be built on 54th Drive to encourage driving habits in and out of the development that would take advantage of 55th Avenue, where a bridge exists to cross over Skunk Creek.

Whatever information you can share would be most appreciated.

Regards,
Yvonne Meyer

Ritz, Thomas

From: Steve Shea <steve@mandalayhomes.com>
Sent: Thursday, March 05, 2015 2:18 PM
To: Ritz, Thomas; ken-chris-swint@hotmail.com
Cc: christine@arizonalandscape.com; Bill Hammond; David Everson
Subject: Re: FW: Regarding current request by Mandalay Communities

Thomas,

Mandalay will agree to stipulate that the rear yard set back on lot,s 31 through 35 will remain at 20'

Thank you,

Steve Shea

On Thu, Mar 5, 2015 at 8:37 AM, Ritz, Thomas <TRitz@glendaleaz.com> wrote:

The attached e-mail will be provided to the Planning Commission this evening.

From: Ken and Chris Swint [<mailto:ken-chris-swint@hotmail.com>]
Sent: Wednesday, March 04, 2015 6:19 PM
To: Ritz, Thomas
Subject: Regarding current request by Mandalay Communities

March 4, 2015

Mr. Ritz:

I am sending the letter below as a follow up to our phone conversation yesterday. I planned to come to the meeting on Thursday but will probably not make it. Thank you for taking the time to read my comments and consider them when making your decision.

Chris Swint

To Mr. Thomas Ritz and the Glendale Planning Commission:

We are writing to express a concern we have involving Case Number ZON14-04—the request by Mandalay Communities, Inc. to amend development standards for the Carmel Estates Residential Development.

Our home is at 5445 W Topeka Drive in the Carmel Cove Phase II Development. Our concern lies with the proposed amendment to change the minimum rear setback from 20 feet to 15 feet. Our development does not normally have this short a rear setback but we would be faced with that possibility behind our home if the request is granted. (Our rear setback is approximately 32 feet, which is fairly typical of the homes in our development.)

We spoke with Mr. Shea from Mandalay Communities to make him aware of our concern. He said he would be willing to speak with the owner about this situation. We feel you and the Planning Commission also need to be aware of our concern.

We understand the reasons for the need to change these setbacks. We are very happy that the development of this empty lot is proceeding so well. Mr. Shea has been very understanding and has tried reassure us as much as he is able. But we feel if the change to a 15 foot setback is approved, there is no guarantee that a home with that short setback will not be built behind us.

Is there a possibility of considering granting the amendment to the development standards but restrict the minimum rear setback to 20 feet for the lots that share our common back wall? If so, this would allow the development to move forward but would restrict the building of a home with a 15 foot minimum rear setback to lots not involved with our development.

We wish all the best to Mandalay Communities and look forward to a good relationship with them as our neighbors.

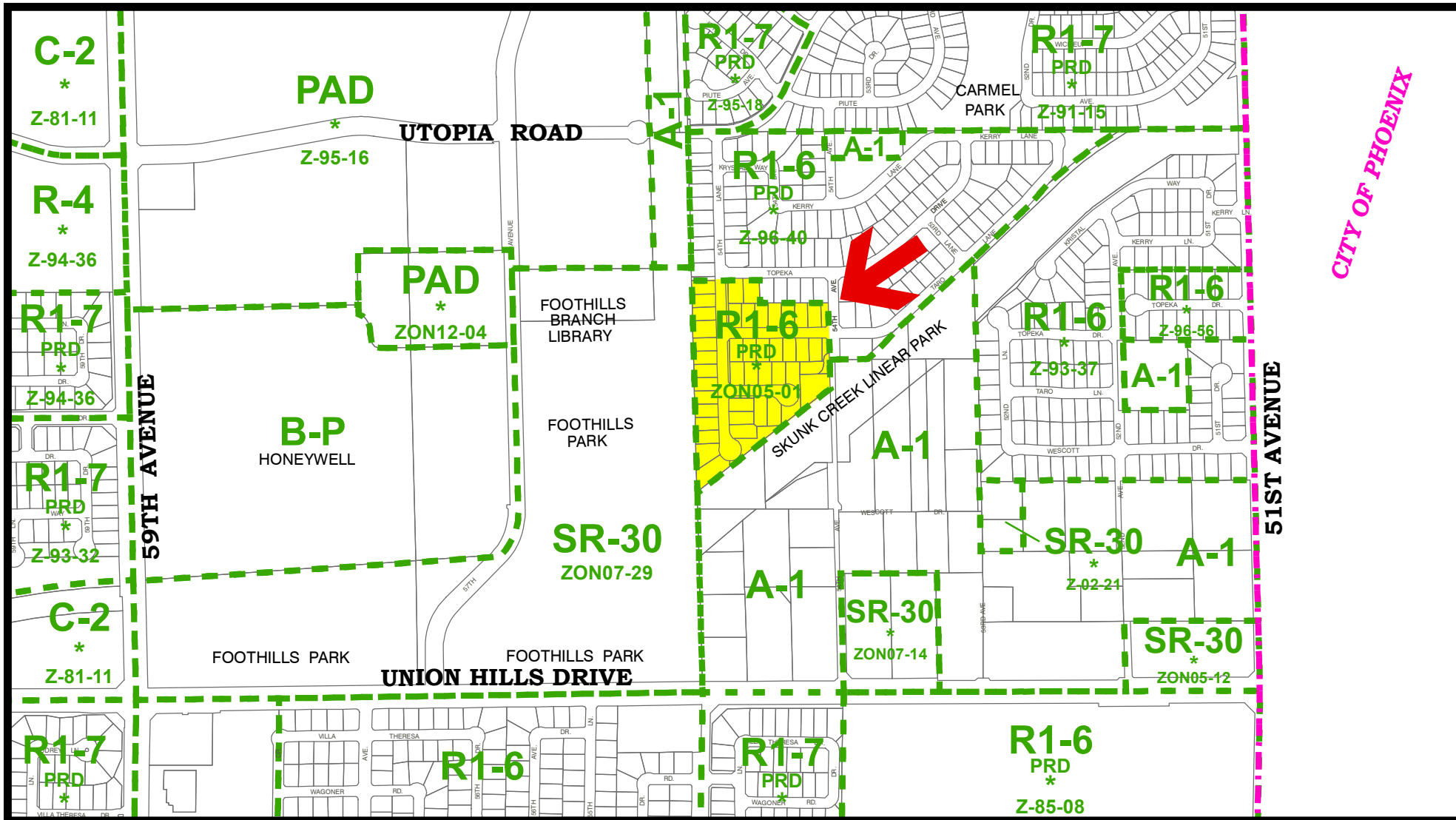
Ken and Chris Swint

5445 W Topeka Drive

Glendale, AZ 85308

Phone: 623-302-9427

e-mail: ken-chris-swint@hotmail.com



CASE NUMBER

ZON14-04



LOCATION

19268 N. 54TH AVENUE

REQUEST

AMEND THE DEVELOPMENT STANDARDS FOR CARMEL ESTATES TO ESTABLISH A 10' TO LIVING AREA, PORCH, OR SIDE ENTRY GARAGE, 20' TO FRONT LOADED GARAGE FRONT YARD SETBACK AND A 15' REAR YARD SETBACK, TO INCREASE LOT COVERAGE FROM 40% TO 48%.



Aerial Date: November 2012



CASE NUMBER
ZON14-04





Legislation Description

File #: 15-232, Version: 1

**REZONING (ZON) APPLICATION ZON15-02 (ORDINANCE): PARKSIDE SUBDIVISION - 7225 NORTH 77TH LANE
(PUBLIC HEARING REQUIRED)**

Staff Contact: Tabitha Perry, Assistant Planning Director

Purpose and Recommended Action

This is a request for City Council to conduct a public hearing, waive reading beyond the title, and adopt an ordinance for ZON15-02 subject to the stipulation as recommended by the Planning Commission.

TTG Engineers is requesting to rezone approximately 3.39 acres of land from R1-6 to R1-6 PRD (Planned Residential Development) on a parcel of land located approximately 900 feet north of West Glendale Avenue on the east side of North 77th Lane.

Background

The subject parcel is undeveloped although previous disturbance is evident on the site due to the appearance of dirt mounds and other modifications. The area around the property is completely built out with varying densities of single residence development. To the north is Orangewood Estates, zoned R1-7; to the east is El Majestic Estates, zoned R1-6; to the south is Desert Glen Estates, zoned R1-6; and to the west is Glen Park, amended, zoned R-2. The rezone to R1-6 PRD would allow the project, considered an infill development proposal, to have a reduced lot width in order to accommodate the proposed 13-lot land subdivision known as Parkside. The development of the site would also necessitate the developer to complete a half-street improvement to the property's west frontage along North 77th Lane. Presently, that section of North 77th Lane is limited to little more than a half-street improved width. The required improvement to North 77th Lane will make it a full-width street.

Analysis

This undeveloped site is presently zoned R1-6 (Single Residence). The City of Glendale's General plan designates the site as Medium Density Residential (MHDR), 3.5-5 du/ac. As noted, this site is considered an infill development opportunity for the City due to the ready availability of all essential urban services and its location surrounded by existing development of the same general type.

The subject site is limited in its access or circulation to North 77th Lane. Previous land use approvals did not require or allow a tie-in to adjacent developments and their street systems. This has resulted in a design where a double cul-de-sac will provide frontage and access to the proposed lots in Parkside. To attain this and still allow the desired density to be achieved, a couple of lots need to have their frontages reduced from the required 60 feet in the R1-6 zoning district to 53 feet. However, due to extended lot depths, all proposed lots will still satisfy the minimum lot area requirements of the R1-6 zoning district.

The Parkside Subdivision is in the process of obtaining design review approval for Hancock Companies' house products line through case file DR15-02. That review was submitted by Hancock Companies in anticipation of moving Parkside Subdivision into final platting.

Community Benefit/Public Involvement

Planning staff has received three inquiries from the same person regarding this project as well as a letter from the Orangewood Estates Homeowners' Association. The primary concern was the placement of a 6-foot tall, decorative fence along Parkside's north property line which abuts a retention area/open tract of the Orangewood Estates HOA. As part of that request, a two-foot setback from the property line of the retention area was requested so that the perimeter wall could be constructed and maintained without trespassing onto the HOA's property. Two parties spoke about this concern at the Planning Commission hearing. The applicant's Citizen Participation Final Report is attached.

A Notice of Public Hearing was published in *The Glendale Star* on March 26, 2015. Notification postcards of the public hearing were mailed to adjacent property owners and interested parties on March 27, 2015. The property was posted by the applicant on February 20, 2015.

ORDINANCE NO. 2934 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 7225 NORTH 77th LANE OF APPROXIMATELY 3.39 ACRES FROM R1-6 (SINGLE RESIDENCE) TO R1-6 PRD (SINGLE RESIDENCE, PLANNED RESIDENTIAL DEVELOPMENT); AMENDING THE ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Glendale Planning Commission held a public hearing on March 5, 2015 in zoning case ZON15-02 in the manner prescribed by law for the purpose of rezoning property located at 7225 North 77th Lane of approximately 3.39 acres from R1-6 (Single Residence) to R1-6 PRD (Single Residence, Planned Residential Development);

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in *The Glendale Star* on February 12, 2015; and

WHEREAS, the City of Glendale Planning Commission has recommended to the Mayor and the Council the zoning of property as aforesaid and the Mayor and the Council desire to accept such recommendation and rezone the property described on Exhibit A as aforesaid.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That a parcel of land in Glendale, Maricopa County, Arizona located at 7225 North 77th Lane and more accurately described in Exhibit A to this ordinance, is hereby conditionally rezoned of approximately 3.39 acres from R1-6 (Single Residence) to R1-6 PRD (Single Residence, Planned Residential Development).

SECTION 2. That the rezoning herein provided for be conditioned and subject to the following:

1. Dedication of additional right-of-way on North 77th Lane to provide a total half-street width of 30 feet shall be made before building permits are issued for any development on the property.

SECTION 3. Amendment of Zoning Map. The City of Glendale Zoning Map is herewith amended to reflect the change in districts referred to and the property described in Section 1 above.

SECTION 4. Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

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:

Acting City Manager
o_plan_zon15 02.doc

Exhibit A**DESCRIPTION OF PROPERTY SUBJECT TO DECLARATION****Parcel No. 1:**

That portion of the North half of the East 330 feet of the Southwest quarter of the Southeast quarter of Section 2, Township 2 North, Range 1 East of the of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Beginning at the Northwest corner of the East 330 feet of the Southwest quarter of the Southeast quarter of said Section 2, said corner being the Northeast corner of Glencourt Acres, according to the plat of record in the Office of the County Recorder of Maricopa County, Arizona recorded in Book 172, page 1; thence North 89 degrees 02 minutes 55 seconds East along the North line of the Southwest quarter of the Southeast quarter of said Section 2, a distance of 330 feet to the Northeast corner of the Southwest quarter of the Southeast quarter of said Section 2; thence South, along the East line of the Southwest quarter of the Southeast quarter of Section 2, a distance of 238.87 feet to the True Point of Beginning; thence South 89 degrees 03 minutes 53 seconds West, a distance of 330 feet to a point on the East line of said Glencourt Acres; thence South along the East line of said Glencourt Acres, a distance of 208.87 feet; thence North 89 degrees 04 minutes 50 seconds East, a distance of 330 feet to a point on the East line of the Southwest quarter of the Southeast quarter of said Section 2; thence North along the East line of the Southwest quarter of the Southeast quarter of said Section 2, a distance of 208.87 feet to the True Point of Beginning.

Parcel No. 2:

That portion of the North half of the East 330 feet of the Southwest quarter of the Southeast quarter of Section 2, Township 2 North, Range 1 East of the of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Beginning at the Northwest corner of the East 330 feet of the Southwest quarter of the Southeast quarter of said Section 2, said corner being the Northeast corner of Glencourt Acres, according to the plat of record in the Office of the County Recorder of Maricopa County, Arizona recorded in Book 172, page 1; thence North 89 degrees 02 minutes 55 seconds East along the North line of the Southwest quarter of the Southeast quarter of said Section 2, a distance of 330 feet to the Northeast corner of the Southwest quarter of the Southeast quarter of said Section 2; thence South, along the East line of the Southwest quarter of the Southeast quarter of Section 2, a distance of 238.87; thence South 89 degrees 03 minutes 59 seconds West, a distance of 330 feet to a point on the East line of said Glencourt Acres; thence North along the East line of said Glencourt Acres, a distance of 238.78 feet to the Point of Beginning.



STRUCTURAL, MEP, CIVIL ENGINEERING & CONSTRUCTION SERVICES

Arizona California Colorado Florida Texas Lebanon Saudi Arabia U.A.E.

December 10, 2014

Parkside Subdivision-77th & Myrtle Avenue
SE corner of 77th Lane and Myrtle Avenue
Project Narrative

The property is located at 7225 North 77th Lane, Glendale AZ in the Yucca Council District. The proposed project is approximately 3.3 acres of undeveloped land near the southeast corner of 77th Lane and Myrtle Avenue. The development proposes 13 single family residential lots and two open space tracts. This project proposes to use the PRD option of the R1-6 zoning in order to allow for the 50' wide minimum lot width.

The proposed layout includes a single access point on 77th Lane which tees into public streets which will dead end with a cul-de-sacs provided in the northern and southern portions of the development. The access point of this project aligns with the existing Midway Avenue alignment west of this project.

The proposed sewer will connect to the existing main located in 77th Lane and the water will loop through the development within the roadway connecting once into 77th lane at the subdivision entrance and again at the southern edge where it will run through a water easement. The 100-year retention will be provided in one active open space area, along the southern portion of the site.

PLANNING DEPARTMENT APPROVAL
SIGNATURE: Tom Dixon
DATE: 9 February 2015
PROJECT #: PP 14-03

LEGAL DESCRIPTION

THAT PORTION OF THE NORTH HALF OF THE EAST 330 FEET OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST 330 FEET OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID CORNER BEING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID CORNER BEING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS RECORDED IN BOOK 172 OF MAPS, PAGE 1, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 89 DEGREES 02 MINUTES 55 SECONDS EAST ALONG NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 330 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 03 MINUTES 59 SECONDS WEST, A DISTANCE OF 330 FEET TO A POINT ON THE EAST LINE OF SAID GLENCOURT ACRES;

THENCE NORTH ALONG THE EAST LINE OF SAID GLENCOURT ACRES, A DISTANCE OF 238.78 FEET, TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION

THAT PORTION OF THE NORTH HALF OF THE EAST 330 FEET OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST 330 FEET OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID CORNER BEING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS RECORDED IN BOOK 172 OF MAPS, PAGE 1, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 89 DEGREES 02 MINUTES 55 SECONDS EAST ALONG NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 330 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 03 MINUTES 59 SECONDS WEST, A DISTANCE OF 330 FEET TO A POINT ON THE EAST LINE OF SAID GLENCOURT ACRES;

THENCE NORTH ALONG THE EAST LINE OF SAID GLENCOURT ACRES, A DISTANCE OF 208.87 FEET;

THENCE NORTH 89 DEGREES 04 MINUTES 50 SECONDS EAST, A DISTANCE OF 330 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2;

THENCE NORTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 208.87 FEET TO THE TRUE POINT OF BEGINNING.

BASIS OF BEARINGS

THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, MONUMENTED AS SHOWN HEREON AS BEARING $N89^{\circ}02'55''E$.

BENCHMARK

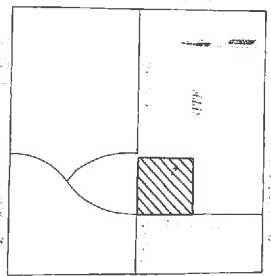
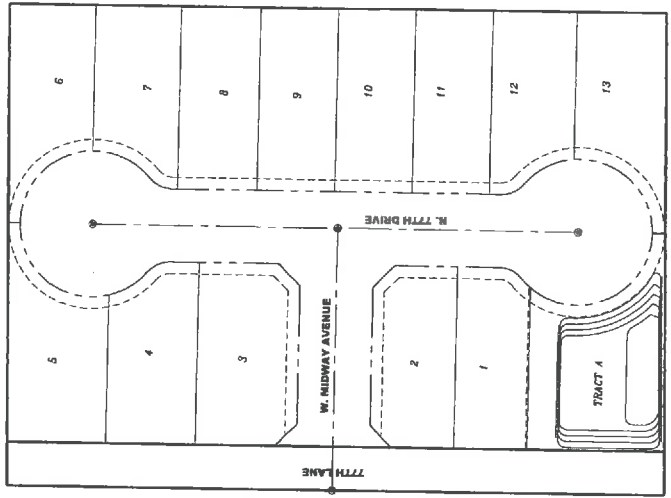
THE BENCHMARK USED FOR THIS SURVEY IS THE 3" CITY OF GLENDALE BRASS CUP BENCHMARK IN 5977 FLUSH, LOCATED AT THE INTERSECTION OF 51ST AVENUE AND CHOLLA STREET, HAVING AN ELEVATION OF 1213.80 FEET, MAND88.

ZONING

ZONING DISTRICT	DEVELOPMENT STANDARDS			
	MIN. LOT AREA	MIN. LOT WIDTH	MIN. YARD SETBACK	MAX. BUILDING HEIGHT
RT-6PDD	6,000	50'	FRONT 15' SIDE 5' REAR 15'	30'
REAR SETBACK 15' (1-STORY), 20' (2-STORY), SIDE SETBACK: 15' (1-STORY), 15' (2-STORY)				45%
**PRIMARY STRUCTURE, NOT INCLUDING ATTACHED SHADE STRUCTURES: 40% TOTAL 50%				

PRELIMINARY PLAT
77TH AVE AND MYRTLE

GLENDALE, ARIZONA
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



VICINITY MAP
NTS

OWNER / DEVELOPER

HANCOCK COMPANIES, LLC
10000 W. WILLOW ROAD, SUITE 318
SCOTTSDALE, ARIZONA 85251
PHONE: 602-309-8200
CONTACT: OREG HANCOCK

CIVIL ENGINEER

TTG ENGINEERS, INC.
10000 W. WILLOW ROAD, SUITE 122
SCOTTSDALE, ARIZONA 85251
PHONE: 602-371-1333
FAX: 602-371-0875
CONTACT: MIKE JACKSON, PE

SHEET INDEX

PP01 COVER SHEET
PP02 TYPICAL SECTION AND DETAILS
PP03 PRELIMINARY PLAT

UTILITY COMPANIES

- WATER: CITY OF GLENDALE
- SEWER: CITY OF GLENDALE
- ELEC.: APS
- TELEPHONE: SOUTHWEST GAS COMPANY
- CABLE TV: CANTONMENT
- POLICE: COX COMMUNICATION
- SCHOOL: CITY OF GLENDALE
- DISTRICT: WASHINGTON SCHOOL DISTRICT
- UNION #205: GLENDALE UNION #205

LEGEND

- BOUNDARY LINE
- UTILITY LINE OR MONUMENT LINE
- LOT LINE
- CURB AND GUTTER
- 8" PUBLIC UTILITY EASEMENT
- 1" VEHICULAR NON-ACCESS EASEMENT
- WATER LINE
- SEWER LINE
- SURVEY MONUMENT TO BE SET
- FIRE HYDRANT
- SANITARY SEWER PIPE AND MANHOLE
- WATER VALVE

PLANNING DEPARTMENT
APPROVAL
SIGNATURE: *Tom Dixon*
DATE: 12 February 2015
PROJECT #:

SITE SUMMARY TABLE

GROSS AREA RESIDENTIAL	147,751 SQ.FT - 3,382 ACRES
NET AREA	100,401 SQ.FT - 2,304 ACRES
OPEN AREA	10,947 SQ.FT - 0.251 ACRES
NUMBER OF LOTS	13
GROSS DENSITY RESIDENTIAL	3.83 DU/AC
NET DENSITY RESIDENTIAL	5.64 DU/AC
MINIMUM LOT AREA	6,000 SQ.FT
EXISTING ZONING	RT-6
PROPOSED LAND USE	SINGLE RESIDENCE
	PLANNED RESIDENTIAL DEVELOPMENT

FINAL
CITIZEN
PARTICIPATION
PLAN

77th Ave and Myrtle
7225 North 77th Lane Glendale AZ

Prepared by
TTG Engineers
Mike Jackson, PE, LEED AP

February 19, 2015

PLANNING DEPARTMENT APPROVAL
SIGNATURE: <u>Tom Dixon</u>
DATE: <u>19 February 2015</u>
PROJECT #: <u>PP14-03/20N15-02</u>

2. Brief Description

The proposed project is approximately 3.3 acres of undeveloped land near the southwest corner of 77th Lane and Myrtle Avenue. The current proposed plan includes 13 single family residential lots and two open space tracts. The current layout includes two access points looping through the development with access to 77th Lane. The proposed water line will loop and connect to the main in 77th Lane in two places. The proposed sewer will connect to the existing main located in 77th Lane. The 100-yr, 6-hr retention will be provided in one active open space area, along the southern portion of the site.

The project is currently zoned as R1-6 and we are proposing to utilize the PRD option under the current zoning. The PRD option will allow us to utilize 50' wide minimum lot widths, which will make the project feasible. The proposed minimum lot width is 50' and the proposed building setbacks are 15' in the front and rear, and 5' & 10' on the sides. The proposed a lot coverage percentage is 45%.

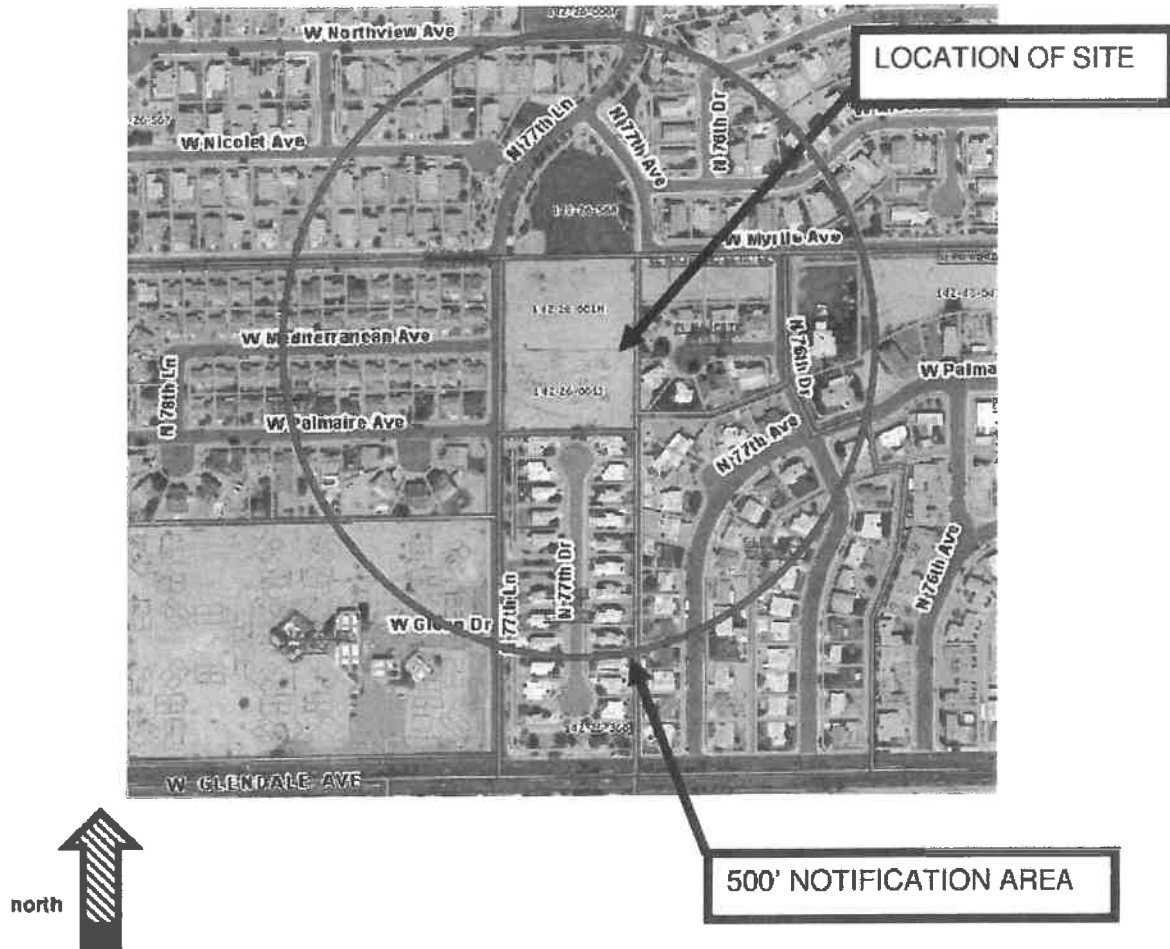
3. Public Notification technique

The Planning department has determined that a notification letter is the most appropriate public notification technique for this project.

4. Notification Area Map

An outlined map of the areas of notification is included on the following page. All property owners identified on this map have been notified. This map meets all City of Glendale Ordinance requirements.

RECOMMENDED NEIGHBORHOOD NOTIFICATION AREA	
NAME OF REQUEST:	PARKSIDE SUBDIVISION
LOCATION:	7225 N. 77 th Lane (SEC of 77 th Lane and Myrtle Avenue)
The applicant is requesting the approval of a 13-lot infill subdivision for single-family residential development on two parcels with a combined area of approximately 3.4 acres.	
ZONING DISTRICT: R1-6	COUNCIL DISTRICT: Yucca



5. Property Owners Notification

A list of Property Owners identified in the Neighborhood Notification Area MAP A list is attached in this plan. These property owners have been contacted via mail notifying them of the proposed project.

6. Homeowners Association Notification

A combined list of homeowner associations and registered Neighborhood groups was provided by the Planning department and notified. A combined list is attached in this plan.

7. Neighborhood Groups Notification

A combined list of homeowner associations and registered Neighborhood groups was provided by the Planning department and notified. A combined list is attached in this plan.

8. "Interested Parties" Notification

The Planning Department provided us with a list of "interested parties" to be notified. These Parties have been notified and a list is attached in this plan.

9. Additional Notification List

The Planning Department provided us with a list of individuals who were to be notified. Notification has been sent to these individuals and a list is attached in this plan.

10. Affected Individuals

No individuals should be directly affected by this proposal.

11. Project Perspective.

From the perspective of the surrounding community, we anticipate that this development will be welcomed. This development proposes single family residences in a development with density similar to the surrounding subdivisions.

No new obstructions to views are proposed, as this site is already walled on two sides and is fronted by 77th Lane. This development will promote traffic safety as the unimproved half street of 77th Lane adjacent to this property will be constructed to city standards as part of the overall project. Project access is in compliance with city traffic

engineering requirements and the proposed access to 77th Lane will align with W. Midway Avenue.

12. Open Discussion

Individuals will be free to contact me any time during the application process. We can discuss their concerns and a detailed explanation can be provided of where we are in the process and why decisions are being made and how those decisions will affect those individuals.

13. Amendment notification

If changes or amendments are required after the initial contact with those parties identified in this plan the parties will be notified. The method of contact will depend on the on the magnitude of the change(s). If the change is minor a letter will be sent to those parties identified in this plan noting the changes. If changes are required that we feel will impact those parties we will work with the planning department to arrange for a neighborhood meeting if preferred.

14. Status Updates of Citizen Participation Plan

I will email my planner to keep them updated with the progress of the Citizen Participation Plan. I will follow up with phone calls as necessary.

15. Schedule

1/22/15	Submit Citizens Participation Plan (Letter) to Planner for Approval
1/28/15	Mail Notification Letters
2/20/15	Deadline to receive comments (2 weeks minimum required)
2/27/15	Submit Final Citizens Participation Plan to Planner for Approval

Notification Letter

HANCOCK COMPANIES

Greg Hancock
Hancock Companies, LLC
6360 E. Thomas Road, Suite 318
Scottsdale, AZ. 85251
480.285.1300 office

January 22, 2015

Dear Neighbor:

This letter is to inform you that I am applying for a subdivision plat with the City of Glendale. The property is located at 7225 North 77th Lane Glendale AZ in the Yucca Council District.

The proposed project is approximately 3.3 acres of undeveloped land near the southeast corner of 77th Lane and Myrtle Avenue. The current proposed plan includes 13 single family residential lots and two open space tracts. The current layout includes a single access point on 77th Lane which tees into an access lane with a cul-de-sac provided in the northern half of the development and a one in the southern half.

The project is currently zoned as R1-6 and we are proposing to utilize the PRD option under the current zoning. The proposed minimum lot width is 50' and the proposed building setbacks are 15' in the front and rear, and 5' & 10' on the sides. The proposed a lot coverage percentage is 45%.

I have included a site plan with this letter for your review. Please provide any comments to my request by (date). Please write or call me at the above address or phone number. You may also contact Thomas Dixon with the City of Glendale Planning Department at 623.930.2800.

Sincerely,



Greg Hancock
President

Orangewood Estates Homeowners' Association Board of Directors

February 13, 2015

Mr. Thomas Dixon
City of Glendale Planning Department
5850 West Glendale Avenue
Glendale, AZ 85301

Subject: Hancock Properties Parkside Subdivision aka Proposed Development 77th Lane & Myrtle Avenues, Glendale Arizona

Dear Mr. Dixon:

It has come to the attention of the Orangewood Estates Homeowners' Association that the Hancock Company is proposing to develop and place thirteen homes on a 3.5 acre piece of property on North 77th Lane, just South of Myrtle Avenue. Orangewood Estates is pleased to see this vacant property developed and look forward to working with the Hancock Company on this project.

We, however, have a couple of concerns that need to be considered and addressed prior to approval of this plan. The proposed development abuts our property on its northern edge for approximately 240 feet. The plans obtained from the City of Glendale, Planning Department seems to indicate a CMU block wall would be constructed on the developer's property line and stand six foot tall in accordance with the information provided. Upon further review, it should be noted the front perimeter walls are decorative in their construction and appearance.

Based on the information provided in the plan, our Association would like to suggest the following items be taken into consideration:

- The perimeter wall along the Northern edge of the property be constructed in a more aesthetic design to be somewhat similar in appearance to that of the front wall(s). This would provide continuity of the development and be more esthetically pleasing to Orangewood Estates.
- We suggest this wall be set back two feet from our property line to insure that current proposed construction and future maintenance of their wall would not infringe onto our property. The proposed two foot buffer zone could be covered with granite landscape stone and would allow unrestricted access to the developer's wall.

Kindly note; the area that will abut the proposed development on its Northern boundary is a retention area that is owned and maintained by Orangewood Estates Homeowner's Association. There appears to be some confusion on the part of the City and or Hancock companies that this is a park. It seems reasonable to request our proposed neighbor provide a perimeter wall that is esthetically pleasing and appropriately set back to avoid any potential perceived problem into the future.

Orangewood Estates Homeowners' Association
To: Mr. Thomas Dixon-page 2

If you have any questions or we can provide any further information, please feel free to contact us.
% Mr. Ed Curlis, President, Orangewood Estates Homeowners' Association, 7626 West Northview
Avenue, Glendale, AZ 85303, telephone 623-937-0428, or e-mail casinotime@cox.net

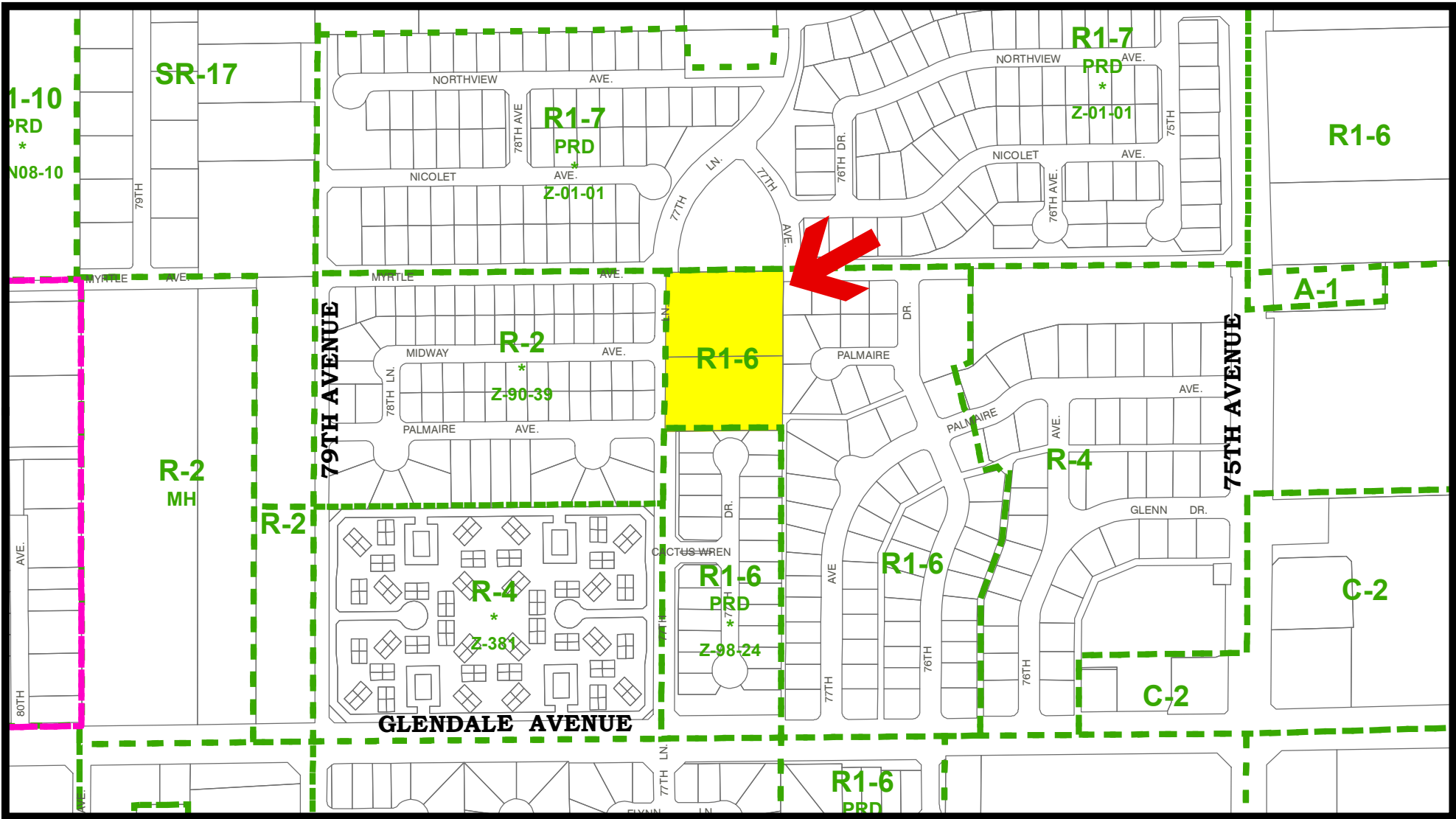
Sincerely,

Orangewood Estates Homeowners' Association
Board of Directors

Ed Curlis, President
Martha Cook, Vice President
Wes Hawkinson, Secretary/Treasurer

Cc: Mr. Greg Hancock, President
Hancock Companies
6360 East Thomas Road, Suite 318
Scottsdale, AZ 85251

Jack Martino
Orangewood Estates
Landscaping and Special Projects Liaison



GLENDAL

CASE NUMBER

ZON15-02



REQUEST

REZONE FROM R1-6 (SINGLE FAMILY RESIDENCE) TO R1-6 PRD (SINGLE FAMILY RESIDENCE, PLANNED RESIDENTIAL DEVELOPMENT)

LOCATION

7225 N. 77TH LANE



Aerial Date: November 2012



CASE NUMBER

ZON15-02





Legislation Description

File #: 15-223, Version: 1

SALT RIVER PROJECT POWER DISTRIBUTION EASEMENT AT 7691 NORTH 99TH AVENUE

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance granting a power distribution easement in favor of Salt River Project (SRP) across city property located at 7691 North 99th Avenue.

Background

On September 9, 2014, City Council authorized the City Manager to enter into C-9245 Digital Billboard Placement License Agreement with Lamar Central Outdoor, LLC for the installation, operation, maintenance, and repair of digital billboard equipment on City-owned property located at 7691 North 99th Avenue. Providing power to the billboard required SRP to install new power distribution facilities across city property. City staff worked with SRP to facilitate the construction, subject to Council approval of an easement at the new location.

Analysis

- Staff recommends approval of the SRP power distribution easement.
- There will be no additional construction needed as a result of this action.
- There are no costs incurred by the city as a result of this action.

Community Benefit/Public Involvement

The granting of this easement will allow SRP access to their facilities which provide the required power needed to operate the recently approved digital billboard at this location.

ORDINANCE NO. 2935 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A POWER DISTRIBUTION EASEMENT IN FAVOR OF SALT RIVER PROJECT ON CITY-OWNED PROPERTY TO CONSTRUCT, RECONSTRUCT, REPLACE, REPAIR, OPERATE AND MAINTAIN ELECTRICAL LINES LOCATED AT 7691 NORTH 99TH AVENUE; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. The City Council hereby approved the power distribution easement and all terms and conditions thereto and directs that the City Manager for the City of Glendale to execute said document granting Salt River Project a power distribution easement upon, across, over and under certain property located within existing City property at approximately 7691 North 99th Avenue, in the form attached hereto as Exhibit A. The legal descriptions are contained in the Easement.

SECTION 2. That the City hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by Salt River Project of the rights granted hereunder; provided, however that the City shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of Salt River Project.

SECTION 3. That the City Clerk is accordingly instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2015.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

o_eng_7691.doc

Exhibit A-For Reference Only

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB400
P. O. Box 52025
Phoenix, Arizona 85072-2025

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel # 142-56-032
NW 1/4 of SEC 4, T2N, R1E

Agt. JBC
Job # T2049225

W JBC C ROP
JRS 1.26.15

CITY OF GLENDALE, an Arizona municipal corporation,

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel") to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the Northwest quarter of Section 4, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described in SPECIAL WARRANTY DEED Instrument #2005-1096040 records of Maricopa County, Arizona.

Exhibit A-For Reference Only

Easement Parcel:

Said easement being a strip of land 8.00 feet in width, lying 4.00 feet on each side of the line described as "CENTERLINE OF 8' EASEMENT" delineated on Exhibit "A" (LAMAR CENTRAL OUTDOOR, SRP Job Number T2049225, prepared by Salt River Project A. I. & Power District, dated January 20, 2015), said Exhibit "A" attached hereto and made a part hereof. Said easement **ALSO** to include the Equipment Pad area(s) as described and/or depicted on said Exhibit "A".

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Exhibit A-For Reference Only

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

By accepting this easement, Grantee agrees to restore the surface of the Easement Parcel upon completion of the initial installation and any subsequent construction, reconstruction, repair or maintenance work that may be required.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

Exhibit A-For Reference Only

EXHIBIT "A"

Underground Power Easement
SRP Job No.: 9792
SRP Job Name: Lamar Central, LLC

Date: February 2, 2015
AMP #: T2049225
NW 1/4 Sec 4, T2N, R1E

UNDERGROUND POWER EASEMENT

A strip of land for underground power purposes in the Northwest Quarter of Section 4, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, 8.00 feet in width, 4.00 feet on each side of the following described centerline:

COMMENCING at the West Quarter Corner of said Section 4, a brass cap flush, from which the Northwest Corner of said Section 4, a brass cap in hand hole, bears North 00 degrees 03 minutes 22 seconds East, a distance of 2583.59 feet;

thence North 00 degrees 03 minutes 22 seconds East, along the West line of said Northwest Quarter, a distance of 532.58 feet;

thence South 89 degrees 56 minutes 38 seconds East, a distance of 162.79 feet to the **POINT OF BEGINNING**;

thence South 11 degrees 26 minutes 22 seconds West, a distance of 35.59 feet to a point within a 3.50 foot by 3.50 foot equipment pad

thence South 09 degrees 12 minutes 53 seconds West, a distance of 33.76 feet to the beginning of a non-tangent curve, concave to the southeast, from which a radial line bears South 79 degrees 50 minutes 09 seconds East, and a radius of 2426.83 feet;

thence along said curve, through a central angle of 07 degrees 05 minutes 45 seconds, an arc length of 300.55 feet;

thence South 00 degrees 50 minutes 20 seconds West, a distance of 26.98 feet to a point within a 4.17 foot by 6.33 foot equipment pad;

thence South 03 degrees 03 minutes 45 seconds West, a distance of 72.90 feet to a splice point and the terminus of said easement.

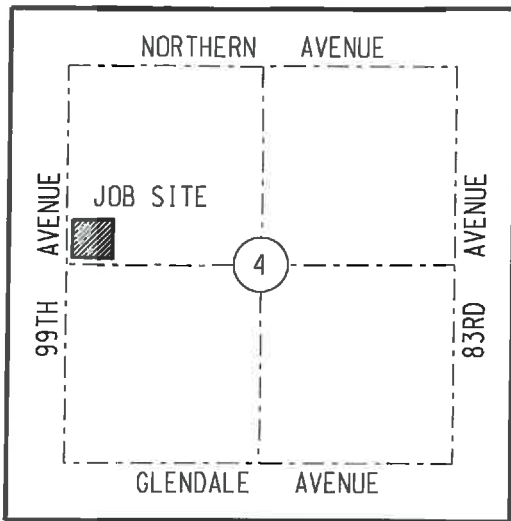
The sidelines of said easement being shortened or elongated so as to form vertices at all angle points.



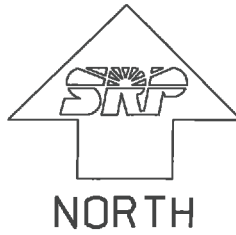
JRS 2.2.15

REGISTRATION
EXPIRES: 03-31-16

EXHIBIT "A"



VICINITY MAP (N.T.S.)
T2N R1E
G&SRM



REGISTRATION
EXPIRES: 03-31-16

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- CENTERLINE OF 8' EASEMENT
- EXISTING EASEMENT
- ◆ SECTION CORNER AS NOTED
- EQUIPMENT PAD(S) UNLESS OTHERWISE NOTED ARE PART OF THE EASEMENT
- ☼ SPLICE POINT

BASIS OF BEARINGS:
THE ARIZONA STATE PLANE COORDINATE
SYSTEM, CENTRAL ZONE, NAD 83 DATUM.

ABBREVIATION TABLE

BCHH	BRASS CAP IN HAND HOLE
ACAP	ALUMINUM CAP
BCF	BRASS CAP FLUSH
EPAD	EQUIPMENT PAD
MCR	MARICOPA COUNTY RECORDER
NTS	NOT TO SCALE
LVI	LAST VISUAL INSPECTION
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

UNDERGROUND ELECTRIC POWER LINE RIGHT-OF-WAY MARICOPA COUNTY, ARIZONA

CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



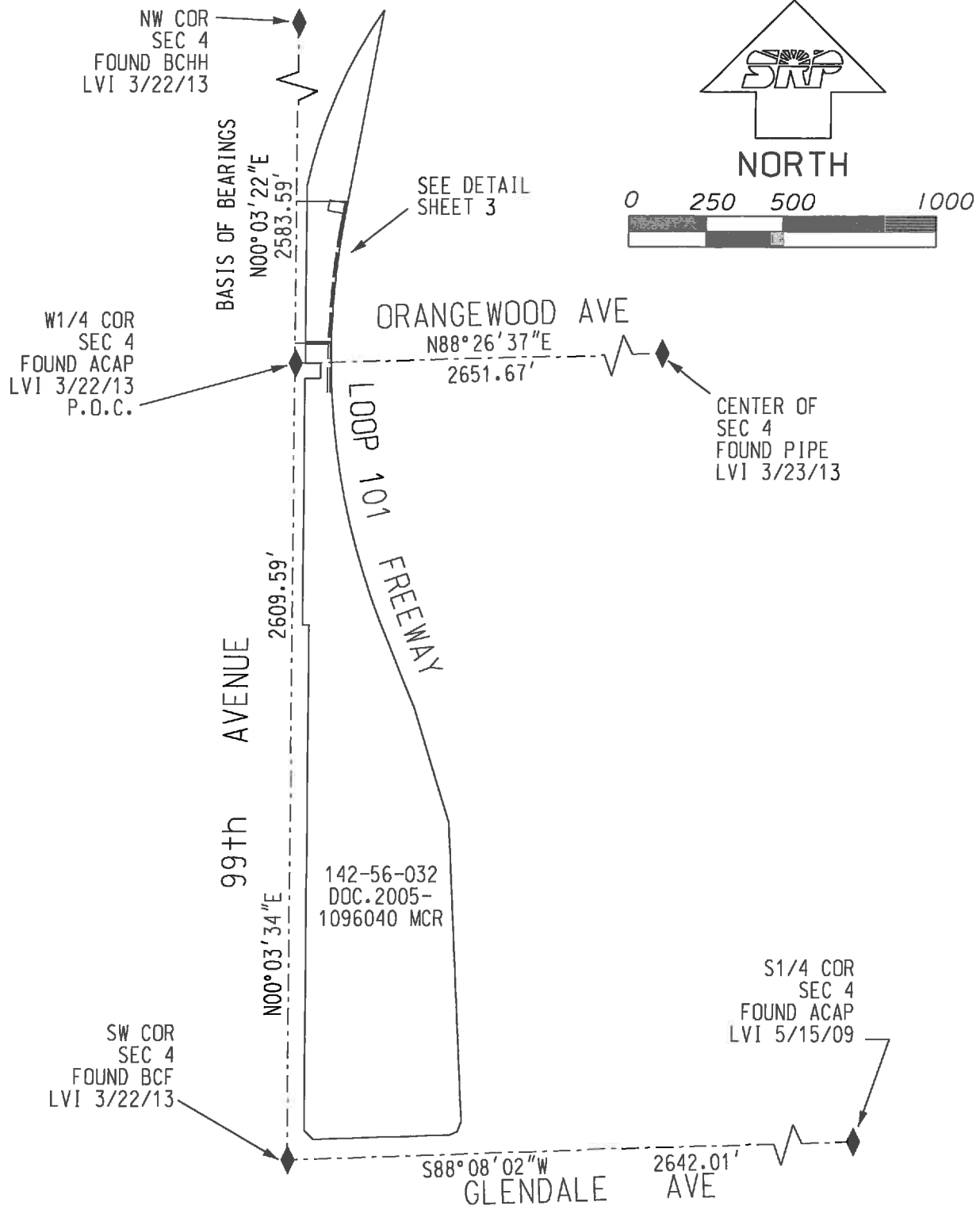
SURVEY DIVISION
LAND DEPARTMENT

LDWR NO.: 9792	SCALE: NTS
I.O. NO.: T2049225	SHEET: 1 OF 3
AGENT: J. CARPENTER <i>JRS 2/2/15</i>	SHEET SIZE: 8.5"x11"
DRAWN: B. HICK	REVISION: 0
CHECKED BY:	CREW CHIEF: B. GOJIC
DATE: 1/20/15	FIELD DATE: 1/8/15

LAMAR CENTRAL OUTDOOR
NW 1/4 SEC 4
T. 2 N., R. 1 E.
2.1E - 11.6N

Exhibit A-For Reference Only

EXHIBIT "A"




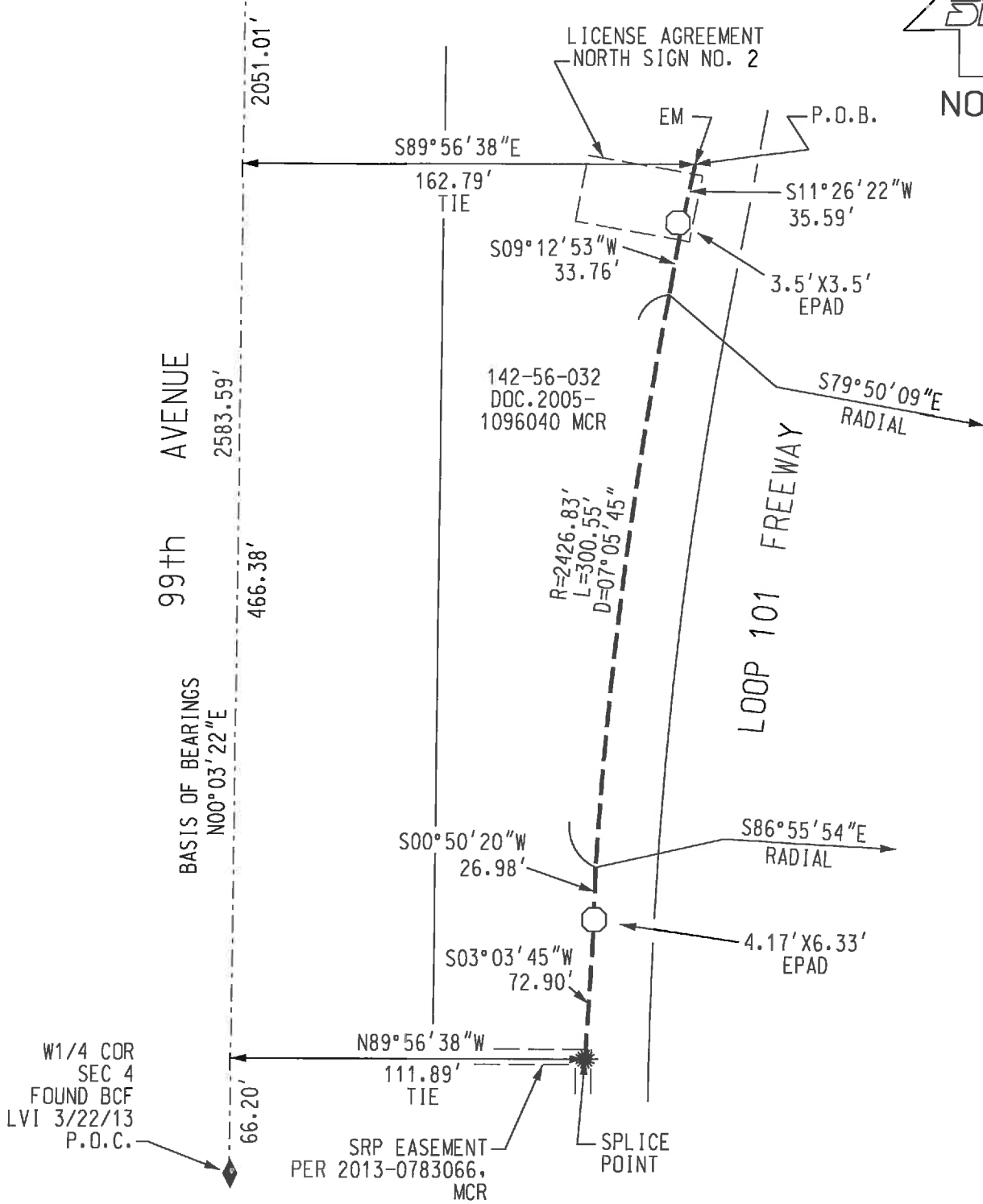
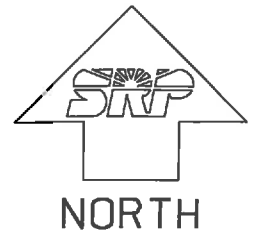
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		 SURVEY DIVISION LAND DEPARTMENT
LDWR NO.: 9792	SCALE: 1"=500'	
I.O. NO.: T2049225	SHEET: 2 OF 3	LAMAR CENTRAL OUTDOOR NW 1/4 SEC 4 T. 2 N., R. 1 E. 2.1E - 11.6N
AGENT: J. CARPENTER <i>JCS 2.2.15</i>	SHEET SIZE: 8.5"x11"	
DRAWN: B. HICK	REVISION: 0	
CHECKED BY:	CREW CHIEF: B. GOJIC	
DATE: 1/20/15	FIELD DATE: 1/8/15	

EXHIBIT "A"



SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT
LDWR NO.: 9792	SCALE: NTS	
I.D. NO.: T2049225	SHEET: 3 OF 3	LAMAR CENTRAL OUTDOOR NW 1/4 SEC 4 T. 2 N., R. 1 E. 2.1E - 11.6N
AGENT: J. CARPENTER <i>JRS 3-2-15</i>	SHEET SIZE: 8.5"x11"	
DRAWN: B. HICK	REVISION: 0	
CHECKED BY:	CREW CHIEF: B. GOJIC	
DATE: 1/20/15	FIELD DATE: 1/8/15	

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB400
P. O. Box 52025
Phoenix, Arizona 85072-2025

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel # 142-56-032
NW 1/4 of SEC 4, T2N, R1E

Agt. JBC
Job # T2049225

W JBC C ROP
JRS 1.26.15

CITY OF GLENDALE, an Arizona municipal corporation,

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel") to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the Northwest quarter of Section 4, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described in SPECIAL WARRANTY DEED Instrument #2005-1096040 records of Maricopa County, Arizona.

Easement Parcel:

Said easement being a strip of land 8.00 feet in width, lying 4.00 feet on each side of the line described as "CENTERLINE OF 8' EASEMENT" delineated on Exhibit "A" (LAMAR CENTRAL OUTDOOR, SRP Job Number T2049225, prepared by Salt River Project A. I. & Power District, dated January 20, 2015), said Exhibit "A" attached hereto and made a part hereof. Said easement **ALSO** to include the Equipment Pad area(s) as described and/or depicted on said Exhibit "A".

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

By accepting this easement, Grantee agrees to restore the surface of the Easement Parcel upon completion of the initial installation and any subsequent construction, reconstruction, repair or maintenance work that may be required.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

EXHIBIT "A"

Underground Power Easement
SRP Job No.: 9792
SRP Job Name: Lamar Central, LLC

Date: February 2, 2015
AMP #: T2049225
NW 1/4 Sec 4, T2N, R1E

UNDERGROUND POWER EASEMENT

A strip of land for underground power purposes in the Northwest Quarter of Section 4, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, 8.00 feet in width, 4.00 feet on each side of the following described centerline:

COMMENCING at the West Quarter Corner of said Section 4, a brass cap flush, from which the Northwest Corner of said Section 4, a brass cap in hand hole, bears North 00 degrees 03 minutes 22 seconds East, a distance of 2583.59 feet;

thence North 00 degrees 03 minutes 22 seconds East, along the West line of said Northwest Quarter, a distance of 532.58 feet;

thence South 89 degrees 56 minutes 38 seconds East, a distance of 162.79 feet to the **POINT OF BEGINNING**;

thence South 11 degrees 26 minutes 22 seconds West, a distance of 35.59 feet to a point within a 3.50 foot by 3.50 foot equipment pad

thence South 09 degrees 12 minutes 53 seconds West, a distance of 33.76 feet to the beginning of a non-tangent curve, concave to the southeast, from which a radial line bears South 79 degrees 50 minutes 09 seconds East, and a radius of 2426.83 feet;

thence along said curve, through a central angle of 07 degrees 05 minutes 45 seconds, an arc length of 300.55 feet;

thence South 00 degrees 50 minutes 20 seconds West, a distance of 26.98 feet to a point within a 4.17 foot by 6.33 foot equipment pad;

thence South 03 degrees 03 minutes 45 seconds West, a distance of 72.90 feet to a splice point and the terminus of said easement.

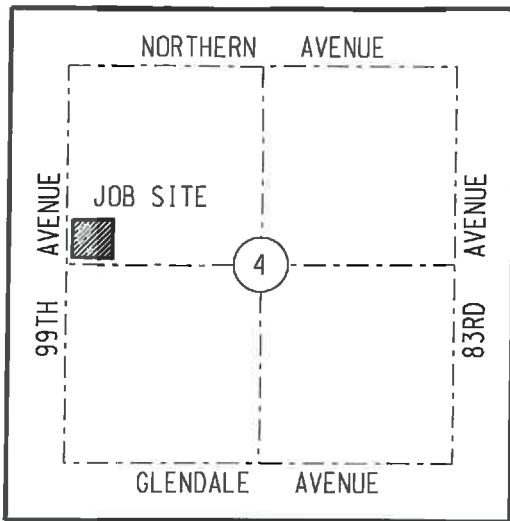
The sidelines of said easement being shortened or elongated so as to form vertices at all angle points.



JRS 2.2.15

REGISTRATION
EXPIRES: 03-31-16

EXHIBIT "A"



VICINITY MAP (N.T.S.)
T2N R1E
G&SRM



REGISTRATION
EXPIRES: 03-31-16

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- CENTERLINE OF 8' EASEMENT
- EXISTING EASEMENT
- ◆ SECTION CORNER AS NOTED
- EQUIPMENT PAD(S) UNLESS OTHERWISE NOTED ARE PART OF THE EASEMENT
- ☼ SPLICE POINT

BASIS OF BEARINGS:
THE ARIZONA STATE PLANE COORDINATE
SYSTEM, CENTRAL ZONE, NAD 83 DATUM.

ABBREVIATION TABLE

BCHH	BRASS CAP IN HAND HOLE
ACAP	ALUMINUM CAP
BCF	BRASS CAP FLUSH
EPAD	EQUIPMENT PAD
MCR	MARICOPA COUNTY RECORDER
NTS	NOT TO SCALE
LVI	LAST VISUAL INSPECTION
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

UNDERGROUND ELECTRIC POWER LINE RIGHT-OF-WAY MARICOPA COUNTY, ARIZONA

CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

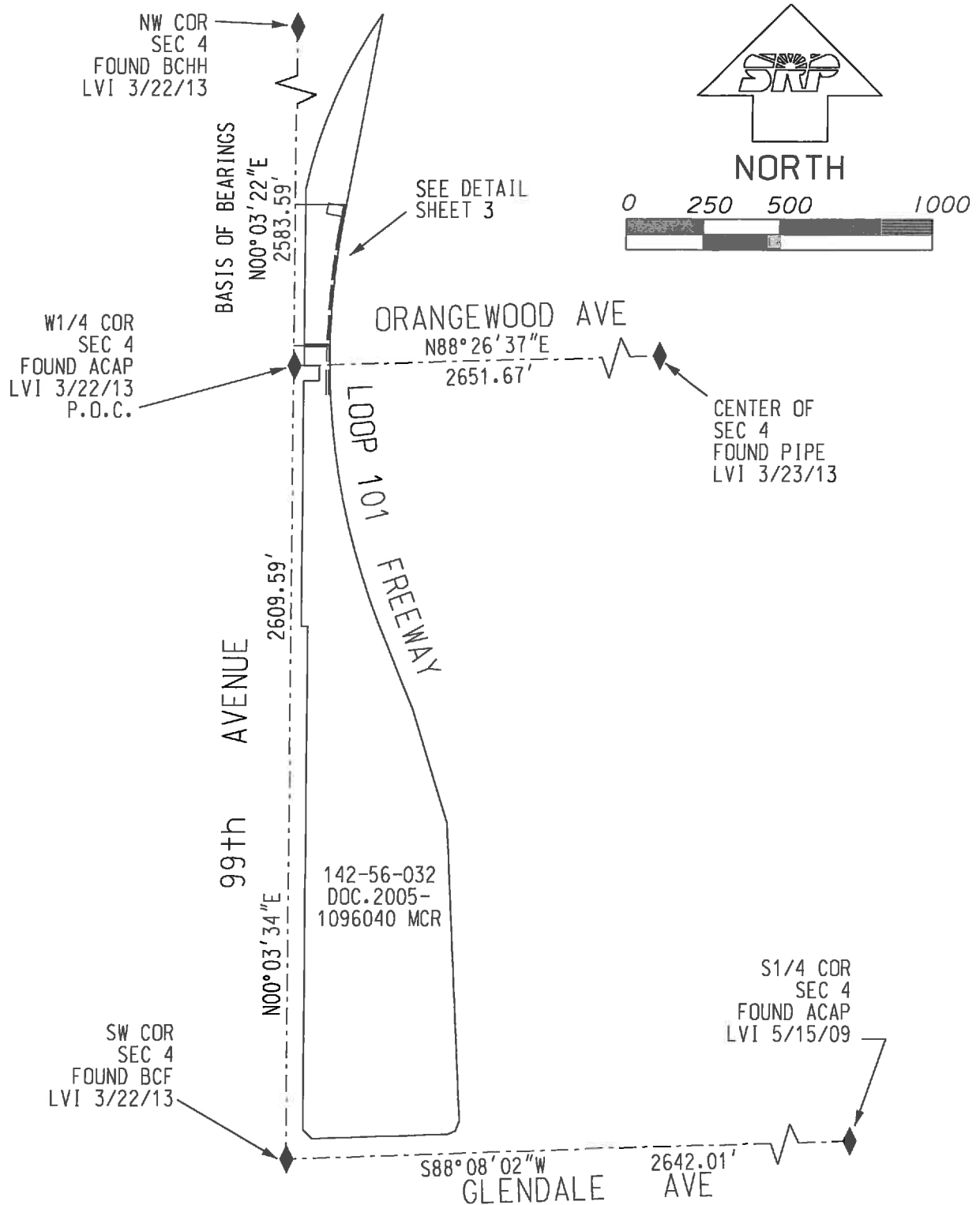


SURVEY DIVISION
LAND DEPARTMENT

LDWR NO.: 9792	SCALE: NTS
I.O. NO.: T2049225	SHEET: 1 OF 3
AGENT: J. CARPENTER <i>JRS 2/2/15</i>	SHEET SIZE: 8.5"x11"
DRAWN: B. HICK	REVISION: 0
CHECKED BY:	CREW CHIEF: B. GOJIC
DATE: 1/20/15	FIELD DATE: 1/8/15

LAMAR CENTRAL OUTDOOR
NW 1/4 SEC 4
T. 2 N., R. 1 E.
2.1E - 11.6N

EXHIBIT "A"



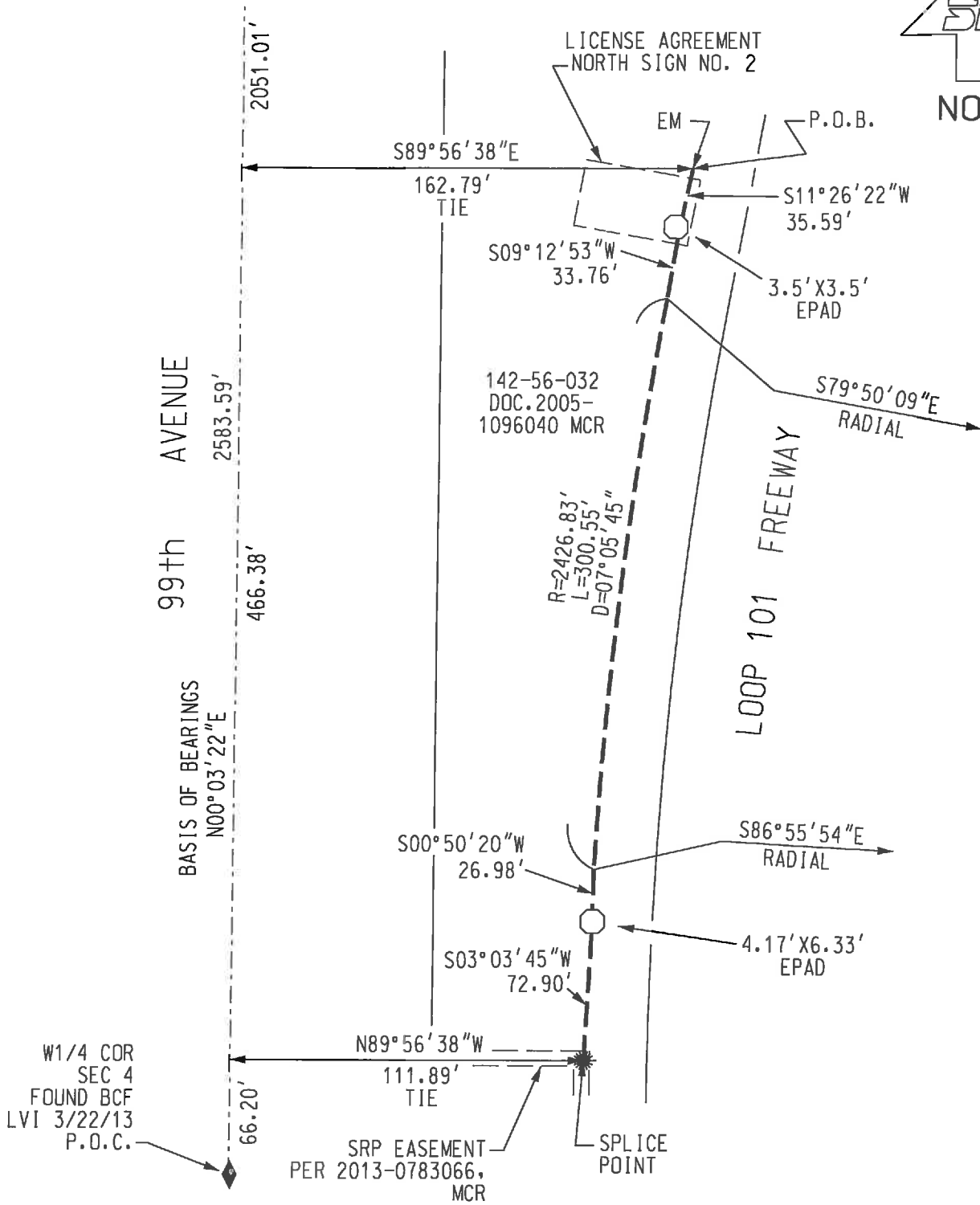
SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

SNIP SURVEY DIVISION
LAND DEPARTMENT

LDWR NO.: 9792	SCALE: 1"=500'
I.O. NO.: T2049225	SHEET: 2 OF 3
AGENT: J. CARPENTER <i>JCS 2.2.15</i>	SHEET SIZE: 8.5"x11"
DRAWN: B. HICK	REVISION: 0
CHECKED BY:	CREW CHIEF: B. GOJIC
DATE: 1/20/15	FIELD DATE: 1/8/15

LAMAR CENTRAL OUTDOOR
NW 1/4 SEC 4
T. 2 N., R. 1 E.
2.1E - 11.6N

EXHIBIT "A"



SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT
LDWR NO.: 9792	SCALE: NTS	
I.D. NO.: T2049225	SHEET: 3 OF 3	LAMAR CENTRAL OUTDOOR NW 1/4 SEC 4 T. 2 N., R. 1 E. 2.1E - 11.6N
AGENT: J. CARPENTER <i>JRS 3-2-15</i>	SHEET SIZE: 8.5"x11"	
DRAWN: B. HICK	REVISION: 0	
CHECKED BY:	CREW CHIEF: B. GOJIC	
DATE: 1/20/15	FIELD DATE: 1/8/15	



**GRANT SALT RIVER PROJECT
POWER EASEMENT FOR ELECTRONIC
BILLBOARD AT 7691 N. 99TH AVENUE**





Legislation Description

File #: 15-224, Version: 1

SALT RIVER PROJECT POWER DISTRIBUTION EASEMENT AT 9802 WEST BETHANY HOME ROAD

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance granting a power distribution easement in favor of Salt River Project (SRP) across city property located at 9802 West Bethany Home Road.

Background

On September 9, 2014, City Council authorized the City Manager to enter into C-9246 Digital Billboard Placement License Agreement with Lamar Central Outdoor, LLC for the installation, operation, maintenance, and repair of digital billboard equipment on city-owned property located at 9802 West Bethany Home Road. Providing power to the billboard required SRP to install new power distribution facilities across city property. City staff worked with SRP to facilitate the construction, subject to Council approval of an easement at the new location.

Analysis

- Staff recommends approval of the SRP power distribution easement.
- There will be no additional construction needed as a result of this action.
- There are no costs incurred by the city as a result of this action.

Community Benefit/Public Involvement

The granting of this easement will allow SRP access to their facilities which provide the required power needed to operate the recently approved digital billboard at this location.

ORDINANCE NO. 2936 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A POWER DISTRIBUTION EASEMENT IN FAVOR OF SALT RIVER PROJECT ON CITY-OWNED PROPERTY TO CONSTRUCT, RECONSTRUCT, REPLACE, REPAIR, OPERATE AND MAINTAIN ELECTRICAL LINES LOCATED AT 9802 WEST BETHANY HOME ROAD; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. The City Council hereby approved the power distribution easement and all terms and conditions thereto and directs that the City Manager for the City of Glendale to execute said document granting Salt River Project a power distribution easement upon, across, over and under certain property located within existing City property at approximately 9802 West Bethany Home Road, in the form attached hereto as Exhibit A. The legal descriptions are contained in the Easement.

SECTION 2. That the City hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by Salt River Project of the rights granted hereunder; provided, however that the City shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of Salt River Project.

SECTION 3. That the City Clerk is accordingly instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2015.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager
o_eng_9802.doc

Exhibit A-For Reference Only

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB400
P. O. Box 52025
Phoenix, Arizona 85072-2025

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel # 142-56-032
NW 1/4 of SEC 4, T2N, R1E

Agt. JBC
Job # T2049225

W JBC C ROP
JRS 1.26.15

CITY OF GLENDALE, an Arizona municipal corporation,

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel") to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the Northwest quarter of Section 4, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described in SPECIAL WARRANTY DEED Instrument #2005-1096040 records of Maricopa County, Arizona.

Exhibit A-For Reference Only

Easement Parcel:

Said easement being a strip of land 8.00 feet in width, lying 4.00 feet on each side of the line described as "CENTERLINE OF 8' EASEMENT" delineated on Exhibit "A" (LAMAR CENTRAL OUTDOOR, SRP Job Number T2049225, prepared by Salt River Project A. I. & Power District, dated January 20, 2015), said Exhibit "A" attached hereto and made a part hereof. Said easement **ALSO** to include the Equipment Pad area(s) as described and/or depicted on said Exhibit "A".

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Exhibit A-For Reference Only

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

By accepting this easement, Grantee agrees to restore the surface of the Easement Parcel upon completion of the initial installation and any subsequent construction, reconstruction, repair or maintenance work that may be required.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

Exhibit A-For Reference Only

EXHIBIT "A"

Underground Power Easement
SRP Job No.: 9792
SRP Job Name: Lamar Central, LLC

Date: February 2, 2015
AMP #: T2049225
NW 1/4 Sec 4, T2N, R1E

UNDERGROUND POWER EASEMENT

A strip of land for underground power purposes in the Northwest Quarter of Section 4, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, 8.00 feet in width, 4.00 feet on each side of the following described centerline:

COMMENCING at the West Quarter Corner of said Section 4, a brass cap flush, from which the Northwest Corner of said Section 4, a brass cap in hand hole, bears North 00 degrees 03 minutes 22 seconds East, a distance of 2583.59 feet;

thence North 00 degrees 03 minutes 22 seconds East, along the West line of said Northwest Quarter, a distance of 532.58 feet;

thence South 89 degrees 56 minutes 38 seconds East, a distance of 162.79 feet to the **POINT OF BEGINNING**;

thence South 11 degrees 26 minutes 22 seconds West, a distance of 35.59 feet to a point within a 3.50 foot by 3.50 foot equipment pad

thence South 09 degrees 12 minutes 53 seconds West, a distance of 33.76 feet to the beginning of a non-tangent curve, concave to the southeast, from which a radial line bears South 79 degrees 50 minutes 09 seconds East, and a radius of 2426.83 feet;

thence along said curve, through a central angle of 07 degrees 05 minutes 45 seconds, an arc length of 300.55 feet;

thence South 00 degrees 50 minutes 20 seconds West, a distance of 26.98 feet to a point within a 4.17 foot by 6.33 foot equipment pad;

thence South 03 degrees 03 minutes 45 seconds West, a distance of 72.90 feet to a splice point and the terminus of said easement.

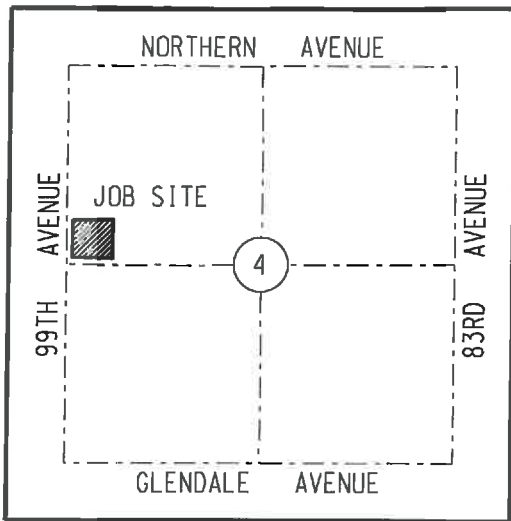
The sidelines of said easement being shortened or elongated so as to form vertices at all angle points.



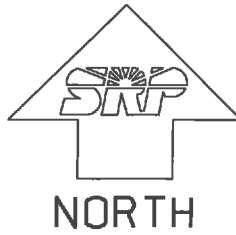
JRS 2.2.15

REGISTRATION
EXPIRES: 03-31-16

EXHIBIT "A"



VICINITY MAP (N.T.S.)
T2N R1E
G&SRM



REGISTRATION
EXPIRES: 03-31-16

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- CENTERLINE OF 8' EASEMENT
- EXISTING EASEMENT
- ◆ SECTION CORNER AS NOTED
- EQUIPMENT PAD(S) UNLESS OTHERWISE NOTED ARE PART OF THE EASEMENT
- ☼ SPLICE POINT

BASIS OF BEARINGS:
THE ARIZONA STATE PLANE COORDINATE
SYSTEM, CENTRAL ZONE, NAD 83 DATUM.

ABBREVIATION TABLE

BCHH	BRASS CAP IN HAND HOLE
ACAP	ALUMINUM CAP
BCF	BRASS CAP FLUSH
EPAD	EQUIPMENT PAD
MCR	MARICOPA COUNTY RECORDER
NTS	NOT TO SCALE
LVI	LAST VISUAL INSPECTION
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

UNDERGROUND ELECTRIC POWER LINE RIGHT-OF-WAY MARICOPA COUNTY, ARIZONA

CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



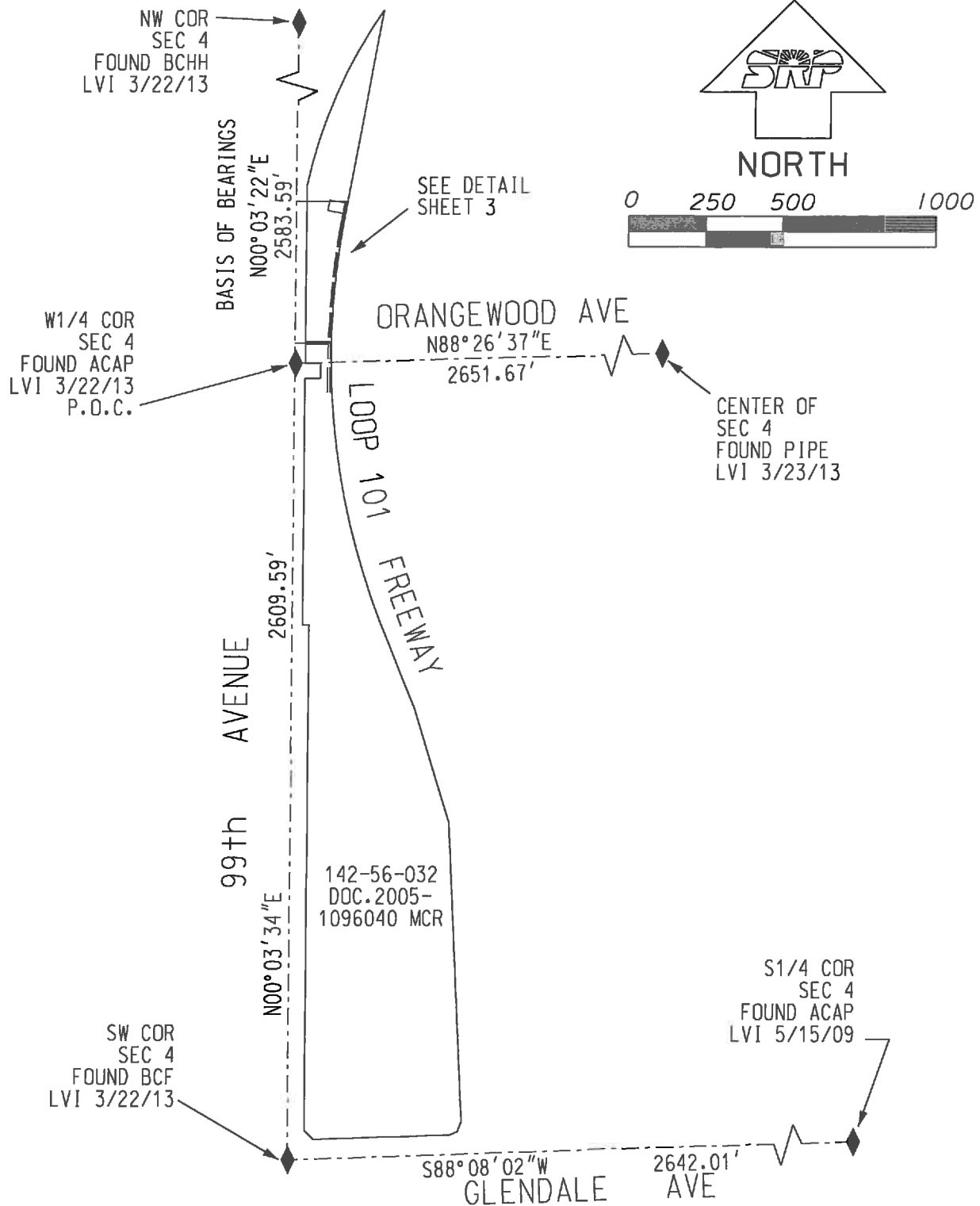
SURVEY DIVISION
LAND DEPARTMENT

LDWR NO.: 9792	SCALE: NTS
I.O. NO.: T2049225	SHEET: 1 OF 3
AGENT: J. CARPENTER <i>JRS 2/2/15</i>	SHEET SIZE: 8.5"x11"
DRAWN: B. HICK	REVISION: 0
CHECKED BY:	CREW CHIEF: B. GOJIC
DATE: 1/20/15	FIELD DATE: 1/8/15

LAMAR CENTRAL OUTDOOR
NW 1/4 SEC 4
T. 2 N., R. 1 E.
2.1E - 11.6N

Exhibit A-For Reference Only

EXHIBIT "A"




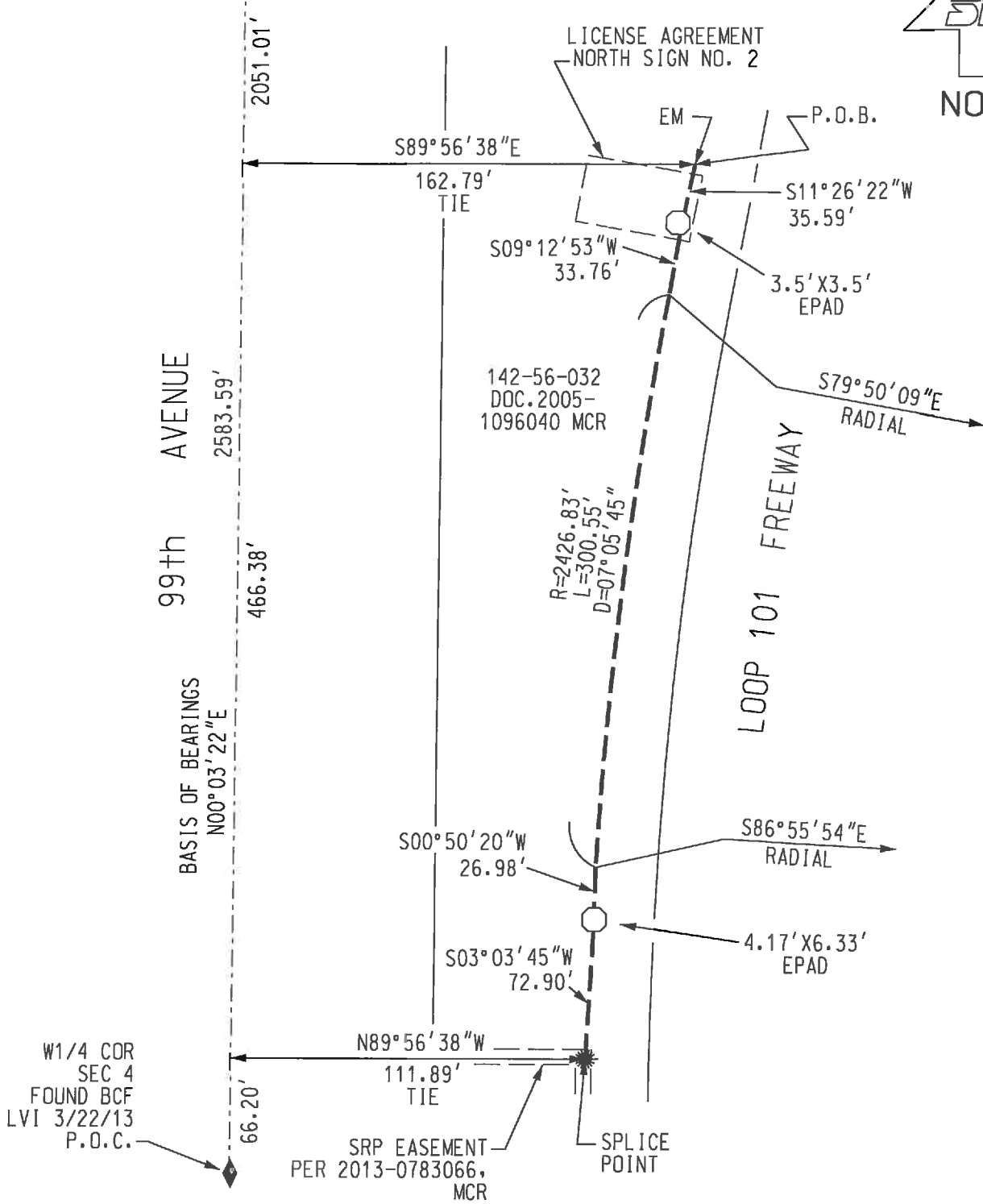
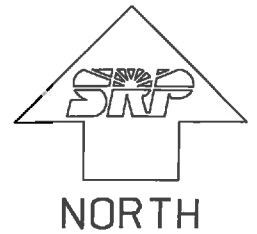
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		 SURVEY DIVISION LAND DEPARTMENT
LDWR NO.: 9792	SCALE: 1"=500'	
I.O. NO.: T2049225	SHEET: 2 OF 3	LAMAR CENTRAL OUTDOOR NW 1/4 SEC 4 T. 2 N., R. 1 E. 2.1E - 11.6N
AGENT: J. CARPENTER <i>JCS 2.2.15</i>	SHEET SIZE: 8.5"x11"	
DRAWN: B. HICK	REVISION: 0	
CHECKED BY:	CREW CHIEF: B. GOJIC	
DATE: 1/20/15	FIELD DATE: 1/8/15	

Exhibit A-For Reference Only

EXHIBIT "A"



SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
LDWR NO.: 9792	SCALE: NTS
I.D. NO.: T2049225	SHEET: 3 OF 3
AGENT: J. CARPENTER <i>JKS 3-2-15</i>	SHEET SIZE: 8.5"x11"
DRAWN: B. HICK	REVISION: 0
CHECKED BY:	CREW CHIEF: B. GOJIC
DATE: 1/20/15	FIELD DATE: 1/8/15

SRP SURVEY DIVISION
LAND DEPARTMENT

LAMAR CENTRAL OUTDOOR
NW 1/4 SEC 4
T. 2 N., R. 1 E.
2.1E - 11.6N

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB400
P. O. Box 52025
Phoenix, Arizona 85072-2025

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel # 102-01-010M
SW 1/4 of SEC 9, T2N, R1E

Agt. JBC
Job # T2049221

W JBC C KB
JRS 1.26.15

CITY OF GLENDALE, an Arizona municipal corporation,

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel") to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the Southwest quarter of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described in SPECIAL WARRANTY DEED Instrument #2008-0179280 records of Maricopa County, Arizona.

Easement Parcel:

Said easement being a strip of land 10.00 feet in width, lying 5.00 feet on each side of the line described as "CENTERLINE OF 10' EASEMENT" delineated on Exhibit "A" (LAMAR CENTRAL, LLC, SRP Job Number T2049221, prepared by Salt River Project A. I. & Power District, dated January 19, 2015), said Exhibit "A" attached hereto and made a part hereof. Said easement **ALSO** to include the Equipment Pad area(s) as described and/or depicted on said Exhibit "A".

EXCEPT any portion not lying within said Grantor's property.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

By accepting this easement, Grantee agrees to restore the surface of the Easement Parcel upon completion of the initial installation and any subsequent construction, reconstruction, repair or maintenance work that may be required.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

EXHIBIT "A"

Underground Power Easement
SRP Job No.: 9791
SRP Job Name: Lamar Central, LLC

Date: February 2, 2015
AMP #: T2049221
SW 1/4 Sec 9, T2N, R1E

UNDERGROUND POWER EASEMENT

A strip of land for underground power purposes in the Southwest Quarter of Section 9, Township 2 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, 8.00 feet in width, 4.00 feet on each side of the following described centerline:

COMMENCING at the Southwest Corner of said Section 9, a brass cap flush, from which the West Quarter Corner of said Section 9, a brass cap flush, bears North 00 degrees 04 minutes 37 seconds East, a distance of 2596.59 feet;

thence North 00 degrees 04 minutes 37 seconds East, along the West line of said Southwest Quarter, a distance of 372.08 feet;

thence South 89 degrees 55 minutes 23 seconds East, a distance of 90.00 feet to a point on the easterly right of way line of 99th Avenue, said point being the **POINT OF BEGINNING**;

thence continuing South 89 degrees 55 minutes 05 seconds East, a distance of 71.38 feet;

thence South 83 degrees 13 minutes 42 seconds East, a distance of 546.53 feet to the beginning of a tangent curve, concave to the northwest, having a radius of 20.00 feet;

thence along said curve, through a central angle of 89 degrees 54 minutes 05 seconds, an arc length of 31.38 feet;

thence North 06 degrees 52 minutes 13 seconds East, a distance of 263.46 feet to a point within a 3.50 foot by 3.50' equipment pad and the terminus of said easement.

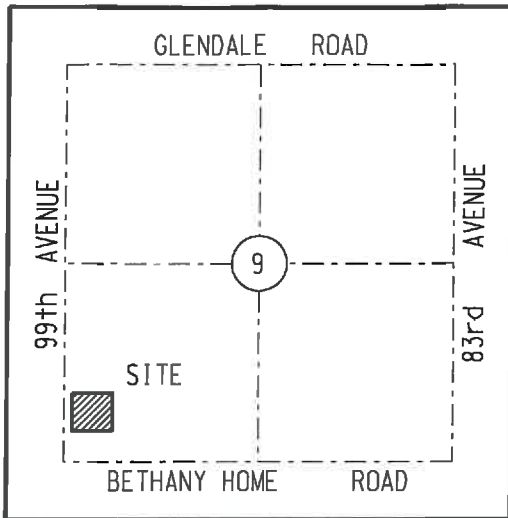
The sidelines of said easement being shortened or elongated so as to form vertices at all angle points.



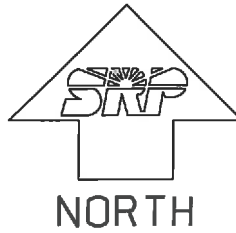
JRS 2.2.15

REGISTRATION
EXPIRES: 03-31-16

EXHIBIT "A"



VICINITY MAP (NTS)
T2N R1E
G&SRM



REGISTRATION
EXPIRES: 03-31-16

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- CENTERLINE OF 10' EASEMENT
- ◆ SECTION CORNER AS NOTED
- EQUIPMENT PAD(S) UNLESS OTHERWISE NOTED ARE PART OF THE EASEMENT

ABBREVIATION TABLE

APN	ASSESSOR PARCEL NUMBER
BCF	BRASS CAP FLUSH
EPAD	EQUIPMENT PAD
MCR	MARICOPA COUNTY RECORDER
NTS	NOT TO SCALE
LVI	LAST VISUAL INSPECTION
PERP	PERPENDICULAR
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

BASIS OF BEARINGS:
THE ARIZONA STATE PLANE COORDINATE
SYSTEM, CENTRAL ZONE, NAD 83 DATUM.

UNDERGROUND ELECTRIC POWER LINE RIGHT-OF-WAY MARICOPA COUNTY, ARIZONA

CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

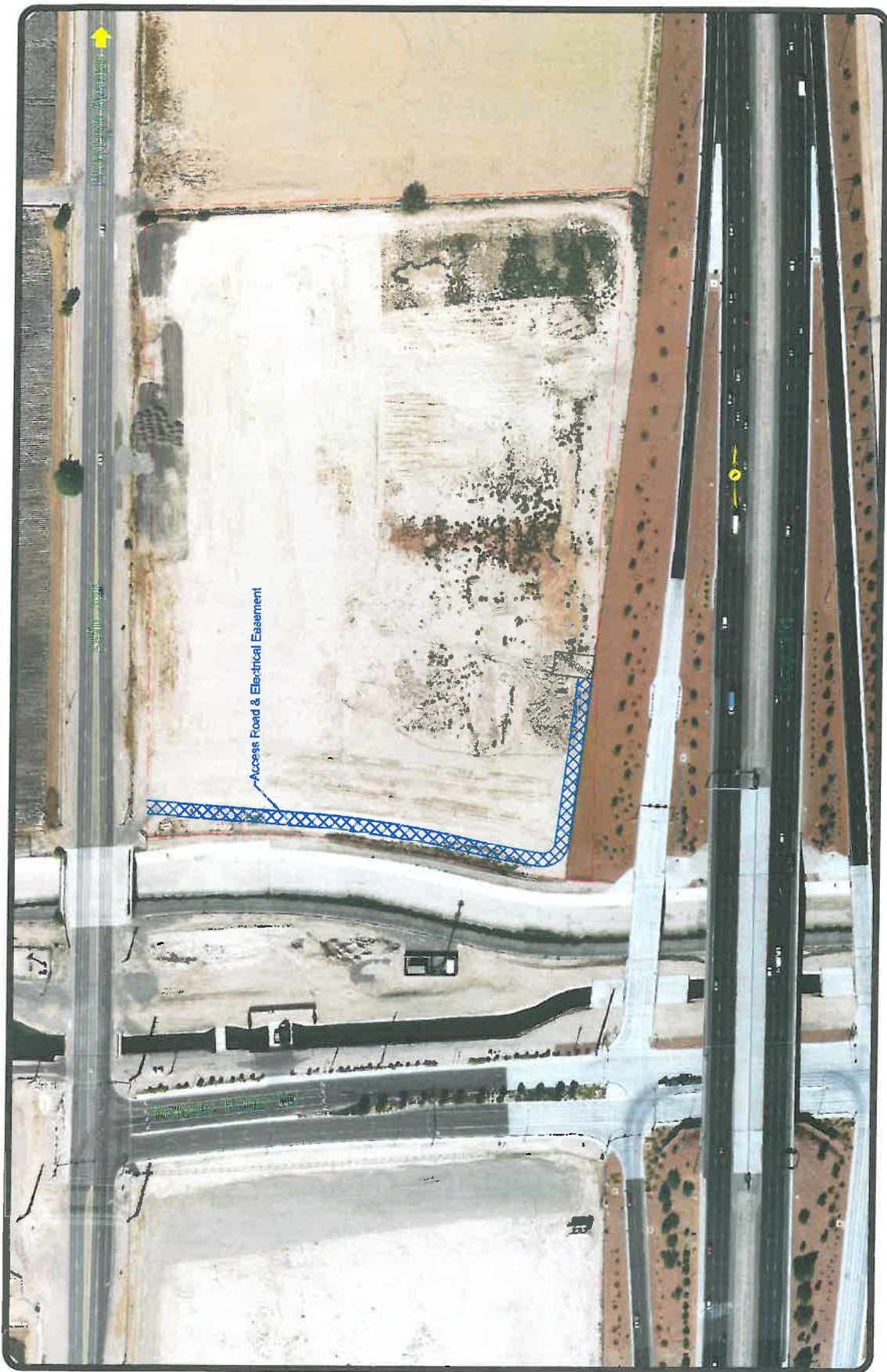
SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



SURVEY DIVISION
LAND DEPARTMENT

LDWR NO.: 9791	SCALE: NTS
I.O. NO.: T2049221 <i>JRS</i>	SHEET: 1 OF 2
AGENT: J. CARPENTER <i>2-2-15</i>	SHEET SIZE: 8.5"x11"
DRAWN: B. HICK	REVISION: 0
CHECKED BY:	CREW CHIEF: N. BAFALOUKOS
DATE: 1/19/15	FIELD DATE: 1/2/15

LAMAR CENTRAL, LLC
SW 1/4 SEC 9
T. 2 N., R. 1 E.
2.1E - 10.1N



**GRANT SALT RIVER PROJECT
POWER EASEMENT FOR ELECTRONIC
BILLBOARD AT 9802 W. BETHANY HOME**





Legislation Description

File #: 15-274, Version: 1

CONSIDERATION AND ACTION TO DIRECT THE CITY ATTORNEY IN ACCORDANCE WITH THE INSTRUCTION PROVIDED BY THE CITY COUNCIL TO THE CITY ATTORNEY AT THE APRIL 7, 2015 EXECUTIVE SESSION

Staff Contact: Michael D. Bailey, City Attorney

Purpose and Recommended Action

This is a request for City Council to consider and take action to direct the City Attorney in accordance with the instruction provided by the City Council to the City Attorney at the April 7, 2015 Executive Session.