



City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Voting Meeting Agenda City Council

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

Tuesday, May 9, 2017

6:00 PM

Council Chambers

Voting Meeting

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

CALL TO ORDER

ROLL CALL

POSTING OF COLORS

PLEDGE OF ALLEGIANCE

PRAYER/INVOCATION

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

CITIZEN COMMENTS

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

APPROVAL OF THE MINUTES OF APRIL 11, 2017

1. [17-184](#) APPROVAL OF THE MINUTES OF APRIL 11, 2017 VOTING MEETING

Staff Contact: Julie K. Bower, City Clerk

Attachments: [Minutes of April 11, 2017 Voting Meeting](#)

PROCLAMATIONS AND AWARDS

2. [17-166](#) PROCLAIM MAY 21 THROUGH MAY 27, 2017 AS NATIONAL PUBLIC WORKS WEEK IN THE CITY OF GLENDALE
Staff Contact: Michelle Woytenko, Deputy Director, Public Works
Presented By: Office of the Mayor
Accepted By: Craig Johnson, Director, Water Services
Accepted By: Michelle Woytenko, Public Works Deputy Director

CONSENT AGENDA

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

3. [17-147](#) RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE, ASSYRIAN CHURCH OF THE EAST
Staff Contact: Vicki Rios, Director, Budget and Finance
Attachments: [Application](#)
[Calls for Service](#)
4. [17-143](#) RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-22401 ZOE'S KITCHEN
Staff Contact: Vicki Rios, Director, Budget and Finance
Attachments: [Map](#)
[Calls for Service](#)
5. [17-144](#) RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-22397, CRAZY MIKE'S CHICKEN
Staff Contact: Vicki Rios, Director, Budget and Finance
Attachments: [Map](#)
[Calls for Service](#)
6. [17-145](#) RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-22385, BOTTEGA PIZZERIA RISTORANTE
Staff Contact: Vicki Rios, Director, Budget and Finance
Attachments: [Map](#)
[Calls for Service](#)
7. [17-146](#) RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 1-25123, SAFEWAY #1636
Staff Contact: Vicki Rios, Director, Budget and Finance

Attachments:

[Map](#)
[Calls for Service](#)

8. [17-159](#) POSITION RECLASSIFICATIONS
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

Attachments: [Classification Study Status Report](#)
[Classification Study Status Report FY16-17](#)

9. [17-160](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH SOMERSET LANDSCAPE, LLC, FOR LANDSCAPE MAINTENANCE IN CITY PARKS AND FACILITIES
Staff Contact: Erik Strunk, Director, Public Facilities, Recreation and Special Events

Attachments: [Agreement](#)
[Background Attachments](#)

10. [17-174](#) AWARD OF RFP 17-09 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH COPPER STATE COMMUNICATIONS TO PROVIDE TELEPHONE SYSTEM MAINTENANCE, HARDWARE, SOFTWARE AND SUPPORT
Staff Contact: Steve O'Ney, Deputy Chief Information Officer, Innovation and Technology

Attachments: [Agreement](#)

11. [17-161](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH RED HAWK SOLUTIONS, LLC, AND APPROVAL OF A BUDGET APPROPRIATION TRANSFER FOR THE FY2016/2017 RUSTED STREETLIGHT POLE REPLACEMENT
Staff Contact: Michelle Woytenko, Deputy Director, Public Works

Attachments: [Construction Agreement](#)
[Bid Tabulation](#)

12. [17-164](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH CANNON & WENDT ELECTRIC COMPANY, INC., FOR ELECTRIC SWITCHGEAR TESTING, MAINTENANCE AND REPAIRS
Staff Contact: Michelle Woytenko, Deputy Director, Public Works

Attachments: [Linking Agreement](#)

13. [17-165](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH SOUTHWEST AVIAN SOLUTIONS, LLC, FOR BIRD REPELLANT SERVICES
Staff Contact: Michelle Woytenko, Deputy Director, Public Works

Attachments: [Amendment No. 1](#)

14. [17-168](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH

CACTUS ASPHALT, A DIVISION OF CACTUS TRANSPORT INC., FOR THE
PAVEMENT MANAGEMENT PROGRAM CRACK SEAL PROJECT
Staff Contact: Michelle Woytenko, Deputy Director, Public Works

Attachments: [Construction Agreement](#)

15. [17-169](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH
ELONTEC, LLC, FOR REFURBISHED FURNITURE AND SERVICES
Staff Contact: Michelle Woytenko, Deputy Director, Public Works

Attachments: [Linking Agreement](#)

16. [17-170](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES
AGREEMENT WITH MAKPRO SERVICES, LLC, FOR PAVEMENT
MANAGEMENT PROGRAM PUBLIC OUTREACH
Staff Contact: Michelle Woytenko, Deputy Director, Public Works

Attachments: [Professional Services Agreement](#)

17. [17-171](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH DAVE
SCOTT & ASSOCIATES, INC., FOR REFURBISHED FURNITURE AND
SERVICES
Staff Contact: Michelle Woytenko, Deputy Director, Public Works

Attachments: [Linking Agreement](#)

18. [17-173](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH
GOODMANS INC., FOR REFURBISHED FURNITURE AND SERVICES
Staff Contact: Michelle Woytenko, Deputy Director, Public Works

Attachments: [Linking Agreement](#)

19. [17-175](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH ISS
FACILITY SERVICES, INC., TO PROVIDE CUSTODIAL SERVICES AT VARIOUS
CITY FACILITIES AND TO RATIFY EXPENSES INCURRED
Staff Contact: Michelle Woytenko, Deputy Director, Public Works

Attachments: [Linking Agreement](#)

20. [17-176](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH
HAMPTON TEDDER TECHNICAL SERVICES, INC., FOR ELECTRIC
SWITCHGEAR TESTING, MAINTENANCE AND REPAIRS
Staff Contact: Michelle Woytenko, Deputy Director, Public Works

Attachments: [Linking Agreement](#)

21. [17-177](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH DBA
CONSTRUCTION, INC., FOR NEEDED CRITICAL AND SAFETY RELATED
ITEMS AT THE GLENDALE MUNICIPAL PARK CEMETERY
Staff Contact: Michelle Woytenko, Deputy Director, Public Works

Attachments: [Linking Agreement](#)

22. [17-178](#) AUTHORIZATION FOR A BUDGET APPROPRIATION CONTINGENCY

TRANSFER TO CAPITAL PROJECTS BUILDING MAINTENANCE RESERVE
FOR CRITICAL OR SAFETY-RELATED REPAIR AND REPLACEMENT
PROJECTS AT CITY FACILITIES
Staff Contact: Michelle Woytenko, Deputy Director, Public Works

LAND DEVELOPMENT ACTIONS

23. [17-151](#) FINAL PLAT (FP) APPLICATION FP17-01: 51 CAMPANA - 5200 WEST
BELL ROAD
Staff Contact: Jon M. Froke, AICP, Planning Director
Staff Presenter: Sam McAllen, Director, Development Services

Attachments: [Final Plat](#)
[FP17-01](#)
[FP17-01a](#)

ORDINANCES

24. [17-149](#) ORDINANCE NO. 017-18

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING GLENDALE CITY CODE, CHAPTER 26 (OFFENSES—MISCELLANEOUS), ARTICLE III (OFFENSES AGAINST PUBLIC SAFETY AND ORDER) BY ADDING A NEW DIVISION 5 ENTITLED “FIREWORKS” PROHIBITING THE USE OF FIREWORKS WITHIN THE CITY; PROVIDING FOR THE REPEAL OF CONFLICTING CODE PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PENALTIES.
Staff Contact: Terry Garrison, Fire Chief
Staff Presenter: Chuck Jenkins, Fire Marshal

Attachments: [Ordinance No. 017-18](#)
[Ordinance with Redline Edits](#)

25. [17-167](#) ORDINANCE NO. 017-19

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN EASEMENT FOR TWO WATER LINES LOCATED AT 7815 WEST ASPERA BOULEVARD AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.
Staff Contact: Michelle Woytenko, Deputy Director, Public Works

Attachments: [Ordinance No. 017-19 with Exhibit 1](#)

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

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

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

SPECIAL ACCOMMODATIONS

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

POSTING VERIFICATION

This agenda was posted on 05/03/2017 at 2:00 p.m. by DRW.



City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Legislation Description

File #: 17-184, Version: 1

APPROVAL OF THE MINUTES OF APRIL 11, 2017 VOTING MEETING

Staff Contact: Julie K. Bower, City Clerk

City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301



Meeting Minutes - Draft

Tuesday, April 11, 2017

6:00 PM

Voting Meeting

Council Chambers

City Council

Mayor Jerry Weiers

Vice Mayor Ian Hugh

Councilmember Jamie Aldama

Councilmember Joyce Clark

Councilmember Ray Malnar

Councilmember Lauren Tolmachoff

Councilmember Bart Turner

CALL TO ORDER**ROLL CALL**

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

Also present were Kevin Phelps, City Manager; Tom Duensing, Assistant City Manager; Michael Bailey, City Attorney; Julie K. Bower, City Clerk; and Darcie McCracken, Deputy City Clerk.

PLEDGE OF ALLEGIANCE**PRAYER/INVOCATION**

The invocation was offered by Pastor Curtis Burch from West Valley Church of the Nazarene.

CITIZEN COMMENTS

Bill Demski, a Sahuaro resident, spoke about the funding for a new scoreboard for the White Sox and the Dodgers.

James Deibler, a Phoenix resident, spoke about tent city shutting down. He also said he would like to see a new transit center on the Glendale Community College campus.

APPROVAL OF THE MINUTES OF MARCH 28, 2017 VOTING MEETING

1. [17-139](#) APPROVAL OF THE MINUTES OF MARCH 28, 2017 VOTING MEETING
Staff Contact: Julie K. Bower, City Clerk

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

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

Mayor Weiers recognized the MYAC students from Glendale High School that were in the audience.

Councilmember Malnar recognized William Wallace from Boy Scout Troop 724, who was attending the Council meeting.

PROCLAMATIONS AND AWARDS

2. [17-109](#) PROCLAIM APRIL 2017 AS ENVIRONMENTAL AWARENESS MONTH
Staff Contact: Craig Johnson, P.E., Director, Water Services
Presented by: Office of the Mayor
Accepted by:
Ms. Sherry Socaciu, City of Glendale Volunteer
Ms. Sarah Socaciu, City of Glendale Volunteer
Mr. John Socaciu, City of Glendale Volunteer
Mr. John Nissen, City of Glendale Water Services Department Intern
- Mayor Weiers proclaimed April 2017 as Environmental Awareness Month. Accepting the award was Ms. Sherry Socaciu, Ms. Sarah Socaciu, Mr. John Socaciu, City of Glendale Volunteers, and Mr. John Nissen, Glendale Water Services Intern.
- Mr. Nissen said his clean-up project at Spring City had the goal of recycling and donating paint, e-waste and obsolete office supplies and diverting the items from the landfill.

CONSENT AGENDA

Ms. Bower read Consent Resolution Items 15 through 23.

Mayor Weiers said a request was made to vote on items 8 and 14 separately. He said Item 8 would have discussion and Item 14 would have a separate vote.

3. [17-113](#) RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE, LUMP BUSTERS
Staff Contact: Vicki Rios, Director, Budget and Finance
4. [17-120](#) RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE, JOURNEY CHURCH
Staff Contact: Vicki Rios, Director, Budget and Finance
5. [17-111](#) RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-22327, OLDE TOWNE GLENDALE MARKET
Staff Contact: Vicki Rios, Director, Budget and Finance
6. [17-121](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH NORCON INDUSTRIES, INC., FOR THE REPAIR OF EXISTING OPERABLE WALLS AND TRACKS AND REPLACEMENT OF EQUIPMENT ASSOCIATED WITH THESE REPAIRS
Staff Contact: Erik Strunk, Director, Public Facilities, Recreation and Special Events
7. [17-122](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE CONTRACT WITH ALL ANIMALS RESCUE & TRANSPORTATION, LLC AND APPROVE AN INCREASE IN THE EXPENDITURE OF FUNDS
Staff Contact: Rick St. John, Police Chief
9. [17-096](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES

AGREEMENT WITH CLEAR CREEK ASSOCIATES, LLC, FOR EVALUATION OF GROUNDWATER BACKUP SUPPLY
Staff Contact: Craig Johnson, P.E., Director, Water Services

10. [17-110](#) AUTHORIZATION TO ENTER A CONSTRUCTION AGREEMENT WITH ACHEN-GARDNER CONSTRUCTION, L.L.C., FOR CONSTRUCTION SERVICES FOR WATER LINE REPLACEMENT AT VARIOUS LOCATIONS
Staff Contact: Craig Johnson, P.E., Director, Water Services
11. [17-130](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH LSW ENGINEERS ARIZONA, INC., FOR THE ENGINEERING AND DESIGN SERVICES OF THE HVAC REPLACEMENT PROJECT FOR THE GLENDALE PUBLIC SAFETY BUILDING
Staff Contact: Jack Friedline, Director, Public Works
12. [17-132](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH SUMMIT ELECTRIC SUPPLY CO., INC., FOR THE PURCHASE OF ELECTRICAL SUPPLIES
Staff Contact: Jack Friedline, Director, Public Works
13. [17-134](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH TRI-DIM FILTER CORPORATION FOR FILTER REPLACEMENT AND MAINTENANCE OF AIR HANDLING UNITS
Staff Contact: Jack Friedline, Director, Public Works

CONSENT RESOLUTIONS

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

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. ONE TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 16-0005853-I) FOR THE PARADISE LANE, 55th AVE to 59th AVE PROJECT IN THE CITY OF GLENDALE.
Staff Contact: Jack Friedline, Director, Public Works
16. [17-129](#) RESOLUTION NO. R17-26

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. ONE TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 16-0005852-I) FOR

THE CAMELBACK ROAD, 79th AVE to 83rd AVE PROJECT IN THE CITY OF GLENDALE.

Staff Contact: Jack Friedline, Director, Public Works

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

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

Staff Contact: Jack Friedline, Director, Public Works

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

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

Staff Contact: Jack Friedline, Director, Public Works

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

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

Staff Contact: Jack Friedline, Director, Public Works

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

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

Staff Contact: Jack Friedline, Director, Public Works

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

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

Staff Contact: Rick St. John, Police Chief

22. [17-074](#) RESOLUTION NO. R17-32

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

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

23. [17-141](#) RESOLUTION NO. R17-33

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

Staff Contact: Michael D. Bailey, City Attorney

Approval of the Consent Agenda

A motion was made by Turner, seconded by Hugh, to approve the recommended actions on Consent Agenda Item Numbers 3 through 7, 9 through 13 and Consent Resolutions 15 through 23. The motion carried by the following vote:

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

8. [17-125](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH ON ADVERTISING, INC., UNDER THE STATE OF ARIZONA COOPERATIVE PURCHASING AGREEMENT FOR MARKETING

AND ADVERTISING SERVICES FOR THE PUBLIC FACILITIES,
RECREATION AND SPECIAL EVENTS DEPARTMENT

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

Mr. Strunk said the item was a request to enter into a linking agreement for marketing and advertising services for public facilities. The agreement was renewable annually for up to four years and would allow staff to coordinate marketing efforts within the department.

Councilmember Clark had no questions, but pulled the item off the agenda because it was a five-year contract.

Councilmember Tolmachoff asked why the vendor was selected and wanted to know if the vendor was selected because it had a linking agreement with the state or it was particularly qualified for the campaign.

Mr. Strunk said it was all of the above. The vendor had many years of experience in all areas of media and providing advice on how to target advertising money. The vendor had been recommended by other municipalities and would not take on any other similar clients during the duration of the agreement.

Councilmember Tolmachoff asked if the contract used the department's entire advertising budget.

Mr. Strunk said the contract used the CVB's portion of the advertising budget, as well as a portion of the budget for the Civic Center and Office of Special Events. He explained the contract allowed staff the flexibility to add money from the Parks and Recreation budget as well.

Councilmember Tolmachoff asked if the entire CVB marketing budget was \$105,000 per year.

Mr. Strunk said the total amount earmarked for the CVB was approximately \$240,000 per year.

Councilmember Tolmachoff asked what the entire annual budget was for the CVB.

Mr. Strunk said the entire budget was a little over \$1 million.

Councilmember Tolmachoff asked if that was solely funded by the bed tax.

Mr. Strunk said the budget was entirely funded with the bed tax, with the provision it did receive some Maricopa County Proposition 302 monies of about \$200,000. There was also about \$30,000 in membership fees and \$30,000 in gift sales.

Councilmember Tolmachoff asked if funding and staffing were funded by those funds.

Mr. Strunk said that was correct.

Councilmember Tolmachoff was surprised the item was on the consent agenda. She asked who was providing direction to the vendor about the marketing.

Mr. Strunk said the City would be directing the vendor on the advertising and

everything would be reviewed by staff prior to release.

Councilmember Tolmachoff would rather try the contract for one year, instead of renewing it administratively every year, to see how the vendor performed. She said the recent run of big events had drawn people to Glendale, but those were over. Councilmember Tolmachoff would like to review the vendor's performance after one year and receive Council input.

Mr. Strunk said the contract was administratively renewable, but if Council desired to hear the item prior to renewal, staff would take that into consideration. He said the contract did allow the option to renew up to four years.

Councilmember Tolmachoff was not comfortable with a four year, renewable contract. She said the item should have been discussed at a workshop.

Mayor Weiers asked if the contract was for four years or if it was for one year, with an option to renew every year for four years. He asked if it would change the amount if Council agreed to the contract for one year and then wanted to review it prior to renewing it again.

Mr. Strunk said that would not change the amount of appropriation. He said it would only change the term or condition of the agreement.

Mayor Weiers suggested striking the option to renew for four additional years stated in the contract.

Councilmember Tolmachoff thought Mr. Strunk had said the contract had already been written and it was administratively renewable.

Mayor Weiers said not if staff changed it.

Mr. Strunk said the multi-year contract was annually renewable and the amount was up to \$300,000 per year of the contract.

Mr. Phelps said staff would be happy to bring the item back before Council before the contract was renewed for the second year. Staff would also bring back a progress report regarding its satisfaction with the vendor and the services provided.

Councilmember Clark agreed with Councilmember Tolmachoff and asked to strike the language about an automatic administrative renewal. She said if the contract was successful, Council would want to renew it after one year. She had always been uncomfortable with the automatic renewals on contracts. She supported striking the automatic renewal from the contract.

Councilmember Turner asked if the contract was reviewed by the City Manager prior to renewal and was not automatically renewed. He said his concern was that Council had not seen the contract before and had not had the opportunity to discuss the implications for the departments involved. The items on the Consent Agenda were supposed to be routine in nature or had been discussed at a Workshop. He said the City Manager had assured Council the item would be reviewed before Council before the contract was renewed. He said it was difficult to amend contracts during the meeting because the vendor had already agreed to the terms of the contract provided to Council prior to the meeting. He asked how the vendor, On Advertising, was chosen.

Mr. Strunk said it was a state contract and there was competition when the state chose the vendor. The City was using a linking agreement for the contract. The vendor's references had been checked and staff felt comfortable the vendor would work closely with staff to meeting City goals.

Councilmember Turner understood obtaining services through a linking agreement helped the City save money when purchasing commodities, but was not sure it was the best way to obtain professional services. He would like staff to review the process when obtaining professional services. He asked if there were any specific advertising campaigns that had been identified with the funds.

Ms. Zomok said there were several pillars of advertising that the CVB had identified as well as core target marketing for the leisure, sports, travel, trade, conference, dining, art and culture industries. They would also be doing digital target advertising and would assist the City with that type of marketing strategy.

Councilmember Turner asked if there were specific campaigns that had been identified.

Ms. Zomok said multiple campaigns were currently running, including a leisure travel campaign called "You'll Love Every Minute", a meeting planner campaign called "Off the Charts", a downtown dining district campaign that spoke to the dining options available in downtown Glendale, as well as a Retro/Metro campaign that spoke to the art and culture of the City. She also mentioned the "Glendale's Got Game" campaign, which was still very active.

Councilmember Turner mentioned outsourcing the marketing component and asked if that created a staff reduction or salary savings.

Mr. Strunk said it would free up staff time and provide staff additional time to concentrate on the strategic planning that went into administering the CVB.

Councilmember Turner asked if the \$300,000 went to the advertising and if the consultant received a 15 percent premium.

Mr. Strunk said that was correct and said the consultant had the contacts to negotiate that into the buying price for the ad.

Mayor Weiers asked if there was more buying power by combining it into one larger campaign.

Ms. Zomok said it absolutely did and the City would be able to expand its buying power in the global space. She said the vendor had more expertise in the area and staff expected increases in their return on investment related to advertising. She said all the advertising done would have deliverable analytics on the other side.

Mayor Weiers asked if the Council would have real time information on the ads that were going out.

Ms. Zomok said analytic reports would be delivered monthly and said it all related back to drawing visitors to Glendale hotel rooms.

Mayor Weiers wanted Council to get the ads that were sent out in real time.

Ms. Zomok said staff would share the creative campaigns and would know within a couple of days whether an ad was working or not.

Councilmember Clark asked what the Marketing and Communications Department did if advertising services were contracted out.

Mr. Phelps said the Public Affairs Department worked on both communication with internal and external stakeholders. He said he would provide Council with a more thorough report.

Councilmember Malnar asked if the item would come back before Council under the current document if the contract was approved tonight.

Mr. Phelps said the intent was to bring the item back before Council next year prior to renewal.

Councilmember Aldama clarified the end of the first year of the contract was June 30, 2018 and asked if there was a specific timeframe to renew the contract.

Mayor Weiers asked if the contract would need to be renewed in twelve months or in ten months.

Mr. Bailey said the date of Council approval was the date of note, so the contract would have to be approved again in 12 months.

Councilmember Aldama asked how much time Council would have to approve the contract.

Mr. Bailey said Council would have thirty days to approve the contract.

Councilmember Tolmachoff had concerns about the Visit Glendale website. She asked what was being done to drive more people to Glendale and to use the website. She also wanted to know who was monitoring the City website to make sure events were listed.

Ms. Zomok said it was a great opportunity to work with an advertising agency to review everything staff was doing to market the City.

Councilmember Tolmachoff said the website should be an experience that would generate business and it was important to make sure it was professional.

Councilmember Aldama asked how the contract would help local businesses.

Ms. Zomok said the City's advertising was about brand awareness. It was not specific to business but was specific to the overall experience of Glendale. It drove people to the City and then got them into the local shops and restaurants.

Councilmember Aldama asked how they could diversify the local businesses for marketing. He had not seen much diversity in the local businesses being advertised.

Ms. Zomok said there would be more of an appeal in targeted markets that the City had never experienced before and said the advertising agency would bring all that to the table.

Councilmember Clark said some restaurants were paid CVB members. She suggested advertising all of the restaurants which would represent a more complete picture of the available dining experiences in downtown Glendale.

Ms. Zomok said the downtown dining brochure was recently revised and every single restaurant in the walking area had been listed, whether they were a member of the CVB or not. She said it was one of the most popular brochures.

Councilmember Aldama asked if restaurants who were not members of the CVB would have opportunities for advertising through the contract.

Ms. Zomok said part of the cooperative advertising would be potentially an ad campaign that was separate from the over-arching branding advertising.

Councilmember Aldama clarified that a business did not have to be a member of the CVB to have the CVB market for that business.

Ms. Zomok said the downtown dining district map listed every restaurant that was open in the downtown area. She said members and non-members had the opportunity to advertise in the visitor guide.

Councilmember Tolmachoff said there were dining areas all across the City and wanted to make sure the vendor understood Glendale's market, including the downtown, Westgate and other areas of the City.

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

Aye: 5 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Malnar, and Councilmember Turner

Nay: 2 - Councilmember Clark, and Councilmember Tolmachoff

14. [17-136](#)

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH KONE, INC., FOR ELEVATOR MAINTENANCE AND REPAIR SERVICES AND RATIFICATION OF EXPENDITURES

Staff Contact: Jack Friedline, Director, Public Works

Mayor Weiers asked if there was going to be a presentation on this item.

Councilmember Clark said a presentation was not necessary.

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

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

Nay: 1 - Councilmember Clark

PUBLIC HEARING - LAND DEVELOPMENT ACTIONS

24. [17-119](#) ORDINANCE NO. O17-14

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

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

Ms. Bower read Ordinance No. O17-14.

Mr. Froke said the property was about 20 acres in size and the zoning change would allow a mix of use development such as retail, restaurants, office, urgent care and drive-thru establishments. He said there would be "Welcome to Glendale" signs and a landscape buffer on the property. He explained the lights from the business park would be shielded and there would be an equestrian trail established to complete a gap in the semi-regional trail near the property. He said no billboards, digital signs, tattoo parlors or check cashing facilities would be allowed. The Planning Commission recommended approval of the request, subject to the stipulations as identified in the staff report. Staff also recommended approval, subject to the 7 stipulations found in the ordinance.

Councilmember Malnar asked if a community meeting was held for the project.

Mr. Froke said the applicant held two neighborhood meetings and there was a great deal of dialogue regarding the project.

Councilmember Malnar asked if there were notes on the dialogue from those neighborhood meeting.

Mr. Froke referenced the Planning staff report and said meetings were held on August 31st and October 5th.

Councilmember Malnar asked if the neighborhood concerns were addressed.

Mr. Froke said the concerns were addressed.

Councilmember Tolmachoff asked if a vape shop was on the prohibited business list.

Mr. Froke said those establishments were typically allowed and did not remember it being an issue.

Councilmember Tolmachoff asked if the use would be allowed.

Mr. Froke said it would be allowed.

Councilmember Turner asked if automobile title loan facilities were allowed.

Mr. Froke said title loan establishments would be on the prohibited list for this type of land use.

Mayor Weiers asked if the applicant indicated the type of business they were hoping to attract.

Mr. Froke said the first step for the applicant was to get the zoning to conform to the general plan. He said Dignity Health was interested in the project. The developer was in design review with several restaurants for the property. The developer was also looking for medical and other office type uses for the north part of the lot. He said they were actively marketing the entire site.

Mayor Weiers said the Dignity Health facility on 83rd Avenue was a very quiet facility.

Mr. Froke said the new Dignity Health facility would also be quiet.

Councilmember Turner asked if the property was formerly state trust land and if the project would consume all of that land.

Mr. Froke said it was the only state land parcel in Glendale and the project encompassed the entire state land parcel.

Councilmember Turner clarified that no portion of the property included a mobile home park.

Mr. Froke said that was correct and said an article in the local paper had been clarified and corrected.

Mayor Weiers opened the public hearing.

There were no speakers on this item.

Mayor Weiers closed the public hearing.

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

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

LAND DEVELOPMENT ACTIONS

25. [17-117](#) FINAL PLAT (FP) APPLICATION FP16-02: ALICE PARK - 8348 NORTH 61ST AVENUE
Staff Contact: Jon M. Froke, AICP, Planning Director

Ms. Bower introduced Item 25.

Mr. Froke said the property was approximately 37.9 acres and was located on the Butler Drive alignment between 61st Avenue and 63rd Avenue. There were 187 proposed lots, with a typical lot size of just over 5,000 square feet. Mr. Froke said there were 5.6 acres of planned open space in the development.

Mr. Froke explained the zoning density was greatly reduced due to a prior zoning action in 2015. The final plat was consistent with the existing zoning and would allow a new fill-in subdivision at the location. Approval of the request would allow future residential

opportunities in an established part of the City with nearby infrastructure and amenities. Staff recommended approval of the request.

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

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

Nay: 1 - Councilmember Clark

26. [17-118](#) FINAL PLAT (FP) APPLICATION FP16-04: DEER VALLEY VILLAS - 18800 NORTH 51ST AVENUE
Staff Contact: Jon M. Froke, AICP, Planning Director

Ms. Bower introduced Item 26.

Mr. Froke said the property was approximately 4.2 acres and was located north of the northwest corner of Union Hills Drive and 51st Avenue. There were 18 proposed lots, with a typical lot size of just over 5,200 square feet. Mr. Froke said 20 percent of the site would be devoted to planned open space in the development. There were many amenities in the area, including the Foothills Recreation and Aquatics Center.

The final plat was consistent with the existing zoning and would allow a new fill-in subdivision at the location. The semi-regional equestrian trail would be built on 51st Avenue to fill a gap in the trail. Approval of the request would allow future residential opportunities in an established part of the City with nearby infrastructure and amenities. Staff recommends approval of the request.

Councilmember Tolmachoff asked for confirmation that Lot 16 would be a single-story home.

Mr. Froke said that was correct and it was in the zoning documents.

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

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

Nay: 1 - Councilmember Clark

ORDINANCES

27. [17-126](#) ORDINANCE NO. O17-15

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND FILE AN AIRPORT LAND LEASE AGREEMENT WITH BUTLER AVIATION INVESTMENTS, LLC FOR CERTAIN PROPERTY AT THE GLENDALE

MUNICIPAL AIRPORT.

Staff Contact: Jack Friedline, Director, Public Works

Ms. Bower read Ordinance No. O17-15.

Mr. Friedline said this was an undeveloped lot at the far south end of the Glendale Municipal Airport, which had been vacant since 1997. Butler Aviation would like to build and then sell an aircraft storage hangar. He said the lease provided for reduced rent during the construction term of no more than one year or until a certificate of occupancy was issued. Thereafter, the term of the lease was 20 years, with two 10-year options, allowing the lease term to be a maximum of 41 years. The lease would be transferrable to a new airport hangar, and the lease rate was consistent with other airports in the valley. The Aviation Advisory Commission approved a motion to recommend entering into the land lease agreement.

Mayor Weiers was excited to see new growth out at the airport.

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

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

28. [17-127](#)**ORDINANCE NO. O17-16**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE AIRPORT TERMINAL LEASE AGREEMENTS WITH SKYQUEST AVIATION, LLC FOR CERTAIN OFFICE SUITES IN THE TERMINAL BUILDING AT THE GLENDALE MUNICIPAL AIRPORT.

Staff Contact: Jack Friedline, Director, Public Works

Ms. Bower read Ordinance No. O17-16.

Mr. Friedline said the proposed ordinance would approve the entering into of five Airport Terminal Lease Agreements with Skyquest Aviation, LLC in the Terminal Building at the Glendale Municipal Airport. The term of each of the leases was for one year, with five successive one-year term renewals. The rates for the suites was comparable for office space. The Aviation Advisory Commission approved a motion to recommend entering into the lease agreements.

Mayor Weiers said things were going to get rolling at the Airport.

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

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

29. [17-140](#)**ORDINANCE NO. O17-17**

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

Staff Contact: Jack Friedline, Director, Public Works

Ms. Bower read Ordinance No. O17-17.

Mr. Friedline said the City entered into an intergovernmental agreement with the Arizona Department of Transportation to provide federal funding for construction of safety improvements at 59th Avenue and Olive. Mr. Friedline said ADOT had negotiated the transfer of title for right-of-way properties to the City. It included portions of parcels on both eastbound and westbound Olive Avenue owned by Maricopa County Community College District and Randolph Ranch Community Association. Mr. Friedline said there was no budget impact for the transaction and the parcels allowed for bus pullouts on Olive Avenue.

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

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

Mayor Weiers said he'd just been notified of information and he asked Mr. Phelps to share with Council and the public.

Mr. Phelps explained staff was just notified that the financial rating agency, Moody's, had upgraded the City's bond rating from A-2 to A-1. He said it went along with the Standard and Poors' increase the City received last year to an A plus. He said the City had been provided with a stable outlook. He said it was due to Council making some tough decisions over the last couple of years and sticking to strong, prudent financial policies. He said it should be a great source of pride for the Councilmembers.

Mayor Weiers said it was great news.

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

A motion was made by Vice Mayor Hugh, seconded by Councilmember Clark, to hold the next regularly scheduled City Council Workshop on Tuesday, April 18, 2017 at 1:30 p.m. in the City Council Chambers, to be followed by an Executive Session pursuant to A.R.S. 38-431.03, and further moved to hold a Special Budget Workshop on Monday, April 24, 2017 at 9:00 a.m. in the City Council Chambers, and further moved to vacate the next regularly scheduled City Council Voting Meeting on Tuesday, April 25, 2017, due to a lack of Council quorum, and further moved to hold a Special Budget Workshop on Friday, April 28, 2017 at 9:00 a.m.

in the City Council Chambers, and further moved to hold a Special Budget Workshop on Tuesday, May 2, 2017 at 9:00 a.m. in the City Council Chambers, and finally moved to hold a regularly scheduled City Council Workshop on Tuesday, May 2, 2017 at 1:30 p.m. in the City Council Chambers to be followed by an Executive Session pursuant to A.R.S. 38-431.03. The motion carried by the following vote:

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

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Aldama thanked Mr. Phelps for the good news. He thanked Erin Steffa and other City staff for putting together the third annual Hook-a-Kid on Fishing, which had a great turnout. There were about 400 children and their families who came out for the event.

Councilmember Aldama said an Ocotillo District Meeting would be held on May 3, 2017, from 5:00 p.m. to 7:00 p.m. at the First Methodist Church in downtown Glendale. He also wished his wife, Monica, a happy birthday.

Councilmember Clark congratulated all the Councilmembers for their work to obtain the upgraded bond rating. She said there would be a Yucca District Meeting on April 20, 2017. She said members of the Park and Recreation Advisory Commission and Library Advisory Board would be at the meeting with the public for discussion of the architect's concept of the Western Branch Library, Phase I. She also had invited City Manager Kevin Phelps and Police Chief St. John to attend the meeting. The meeting would be held at Coyote Ridge Elementary School at 7:00 p.m., 7655 W. Bethany Home Road.

Councilmember Tolmachoff thanked the Cholla residents that attended the district meeting the previous night. She also thanked staff for attending the meeting.

Councilmember Turner suggested residents take the time to check the batteries in their smoke alarms. He asked residents needing financial assistance to install smoke alarms to contact his office or the Fire Department.

Vice Mayor Hugh reminded Cactus District residents there was a District Meeting on April 13, 2017 from 5:00 p.m. to 7:00 p.m. at the Historical Manistee Ranch at 51st Avenue and Northern.

Mayor Weiers said he was giddy about the upgraded bond rating. He said Mr. Duensing had delivered on his goal to upgrade the bond rating for the City. He said City staff had done without for a long time and congratulated them as well. He said the increase in the bond rating would make everyone's life better.

ADJOURNMENT

The City Council adjourned at 7:43 p.m.



Legislation Description

File #: 17-166, Version: 1

PROCLAIM MAY 21 THROUGH MAY 27, 2017 AS NATIONAL PUBLIC WORKS WEEK IN THE CITY OF GLENDALE

Staff Contact: Michelle Woytenko, Deputy Director, Public Works

Presented By: Office of the Mayor

Accepted By: Craig Johnson, Director, Water Services

Accepted By: Michelle Woytenko, Public Works Deputy Director

Purpose and Recommended Action

This is a request for City Council to proclaim May 21 through May 27, 2017 as National Public Works Week in the City of Glendale.

Michelle Woytenko, Public Works Deputy Director, and Craig Johnson, Water Services Director, will receive the proclamation on behalf of all Glendale employees who provide and maintain the infrastructure and services collectively known as Public Works.

Background

Instituted as a public education campaign by the American Public Works Association (APWA) in 1960, National Public Works Week (NPWW) calls attention to the importance of public works in community life.

APWA is designating May 21 through May 27, 2017 as National Public Works Week. The theme for this year's celebration is "Public Works Connects Us" celebrating the vital role public works plays in connecting us all together. As the foundation of civilization, Public Works provides, maintains, and improves the structures and services that assure a high quality of life for our communities.

Public Works includes programs and services such as land development and flood control, environmental and facilities engineering, street design and maintenance, equipment and facility maintenance, right-of-way beautification and graffiti removal, water and sewer facilities, transportation and roadway systems, solid waste collection, and disposal. In addition, Public Works personnel are among the first responders during emergencies and natural disasters, often going above and beyond the call of duty to quickly maintain and restore needed city services.

Community Benefit/Public Involvement

This proclamation seeks to raise the public's awareness of the contributions which public works employees make in the community, and to honor the professional men and women who serve the public every day with quiet dedication.



Legislation Description

File #: 17-147, Version: 1

RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE, ASSYRIAN CHURCH OF THE EAST

Staff Contact: Vicki Rios, Director, Budget and Finance

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a special event liquor license for Assyrian Church of the East, submitted by Frances Murad. The event will be held inside the hall of Assyrian Church of the East, located at 17334 North 63rd Avenue on Sunday, May 14, 2017, from 6 p.m. to 1 a.m. The purpose of this special event liquor license is for a Mother's Day dinner.

Background Summary

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

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



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

FOR DLLC USE ONLY

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

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

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

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

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

SECTION 1 Name of Organization: ASSYRIAN CHURCH OF THE EAST

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

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

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

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

Name of Business

License Number

Phone (include Area Code)

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

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

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

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

SECTION 7 Location of the Event: ASSYRIAN CHURCH OF THE EAST

Address of Location: 17334 N 63RD AVE, GLENDALE, MARICOPA AZ 85308

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.)

- Applicant: MURAD FRANCIS A _____
Last First Middle Date of Birth
- Applicant's mailing address: _____
Street City State Zip
- Applicant's home/cell phone: _____ Applicant's business phone: _____
CELL
- 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 ASSYRIAN CHURCH OF THE EAST Percentage: 100%

Address 17334 N 63rd AVE, GLENDALE AZ 85308
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.)

_____ Number of Police _____ Number of Security Personnel Fencing Barriers

Explanation: CHURCH LAY COMMITTEE MEMBERS WEARING ARM BANDS
WILL MONITOR THE EVENT. ALL ADULTS WILL BE STAMPED
ON THEIR WRIST.

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

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>5-14-2017</u>	<u>SUNDAY</u>	<u>6 PM</u>	<u>1st AM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

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

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

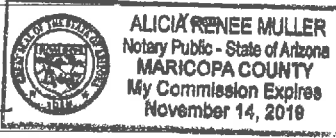
X Francis Murad Signature Title/ Position OFFICER Date 4/7/2017 Phone Number 480 664 3571

The foregoing instrument was acknowledged before me this 7th Day April Month 2017

State Arizona County of Maricopa

My Commission Expires on: 11-14-19 Date

Alicia Muller Signature of Notary Public



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

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

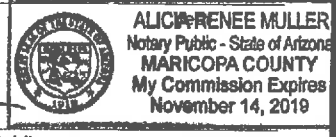
X Francis Murad Signature Title/ Position OFFICER Date 4/7/2017 Phone Number 480 664 3571

The foregoing instrument was acknowledged before me this 7th Day April Month 2017

State Arizona County of Maricopa

My Commission Expires on: 11-14-19 Date

Alicia Muller Signature of Notary Public



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

SECTION 15 Local Governing Body Approval Section.

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

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

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

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

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

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

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

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

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

17-68

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 04-11-17

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

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

Application Type: **New License**

Definition: New License

Business Name: **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: 2/26/2015	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*	3		
Total calls for service	4	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 05-14-17 (Sun).

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>4-11-17</u>
CID Lieutenant or Commander	<u>[Signature]</u>	<u>4-11-17</u>
Deputy City Attorney Harold Brady	<u>[Signature]</u>	<u>[Signature]</u>
Chief of Police or designee	<u>[Signature]</u>	<u>4/12/17</u>



Legislation Description

File #: 17-143, Version: 1

RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-22401 ZOE'S KITCHEN

Staff Contact: Vicki Rios, Director, Budget and Finance

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control a new, non-transferable series 12 (Restaurant) license for Zoe's Kitchen located at 7650 West Bell Road, Suite 130. The Arizona Department of Liquor Licenses and Control application (No. 1207A927) was submitted by Esequiel Aguirre.

Background Summary

The location of the establishment is in the Sahuaro District. The property is zoned PAD (Planned Area Development). The population density within a one-mile radius is 6,694 per the 2010 U.S. census. This series 12 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

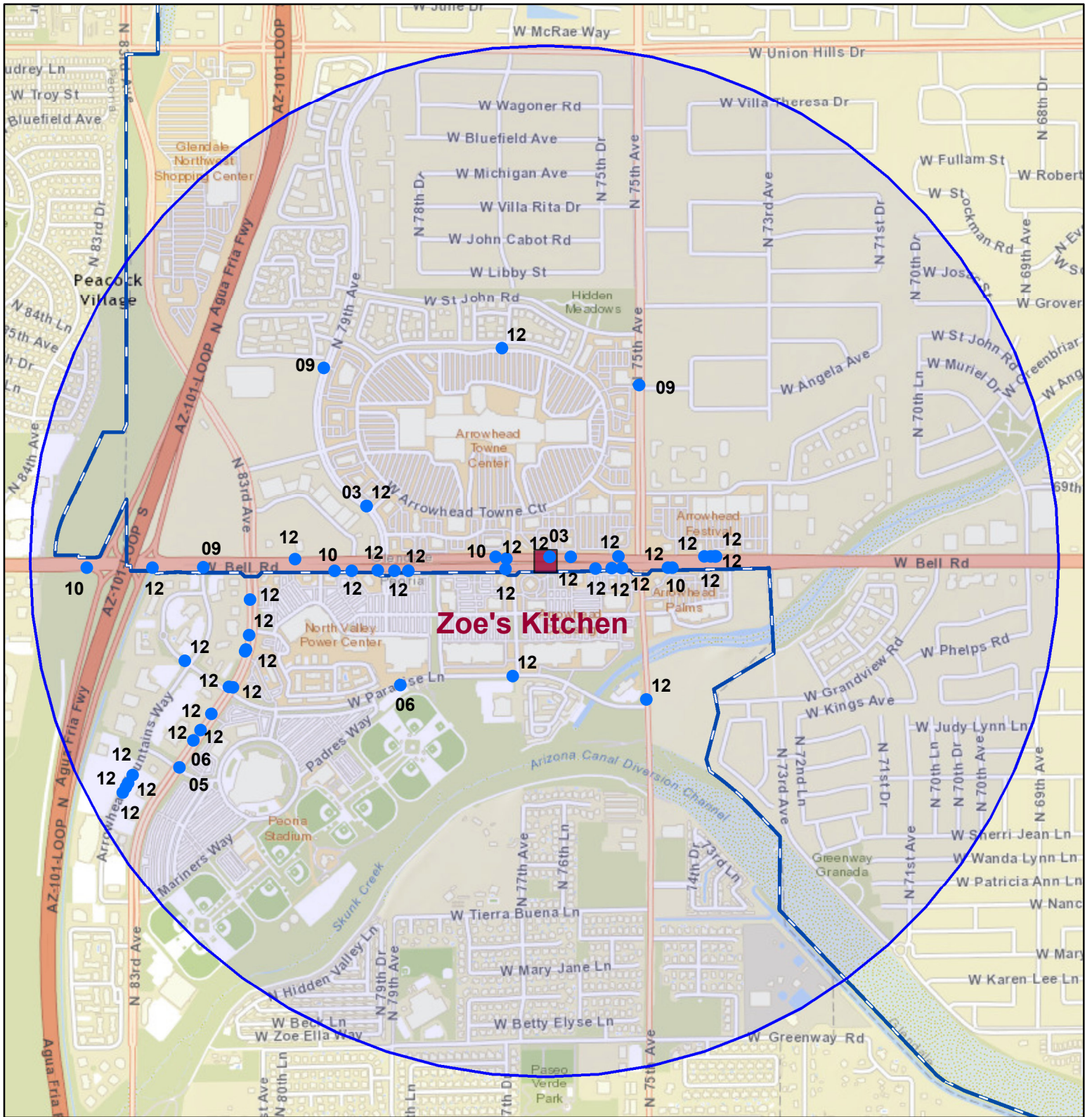
Series	Type	Quantity
03	Domestic Microbrewery	2
05	Government	1
06	Bar - All Liquor	2
09	Liquor Store - All Liquor	3
10	Liquor Store - Beer and Wine	4
12	Restaurant	<u>36</u>
	Total	48

Pursuant to A.R.S. § 4-203(A), when recommending approval or denial of this new, non-transferable series 12 license, Council may take into consideration the capability, qualifications, and reliability of the applicant; and that the public convenience requires and that the best interest of the community will be substantially served by the issuance.

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

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period, March 6 thru March 26, 2017.



BUSINESS NAME: Zoe's Kitchen

LOCATION: 7650 W. Bell Road, Suite 130

APPLICANT: Esequiel Aguirre

ZONING: PAD

APPLICATION NO: 5-22401

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



17-38

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 03-21-17

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: **Zoe's Kitchen**

Business Address: **7650 W. Bell Rd. #130**

Applicant/s Information

- Name: **Aguirre, Esequiel**
- Name: **Todd, Michael**
- Name: **Miles, Kevin**
- Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 3/21/2012	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft		2	
911 calls			
Trespassing		2	
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*		3	
Other criminal		1	
Total calls for service	0	8	N/A

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

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>3-22-17</u>
CID Lieutenant or Commander	<u>D. Cas 7042</u>	<u>3-27-17</u>
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>3/27/17</u>



Legislation Description

File #: 17-144, Version: 1

RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-22397, CRAZY MIKE'S CHICKEN

Staff Contact: Vicki Rios, Director, Budget and Finance

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a new, non-transferable series 12 (Restaurant) license for Crazy Mike's Chicken located at 5350 West Bell Road, Suite 130. The Arizona Department of Liquor Licenses and Control application (No. 1207A933) was submitted by Mike Minhho Choi.

Background Summary

The location of the establishment is in the Cholla District. The property is zoned CSC (Community Shopping Center). The population density within a one-mile radius is 7,227 per the 2010 U.S. census. Crazy Mike's Chicken is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

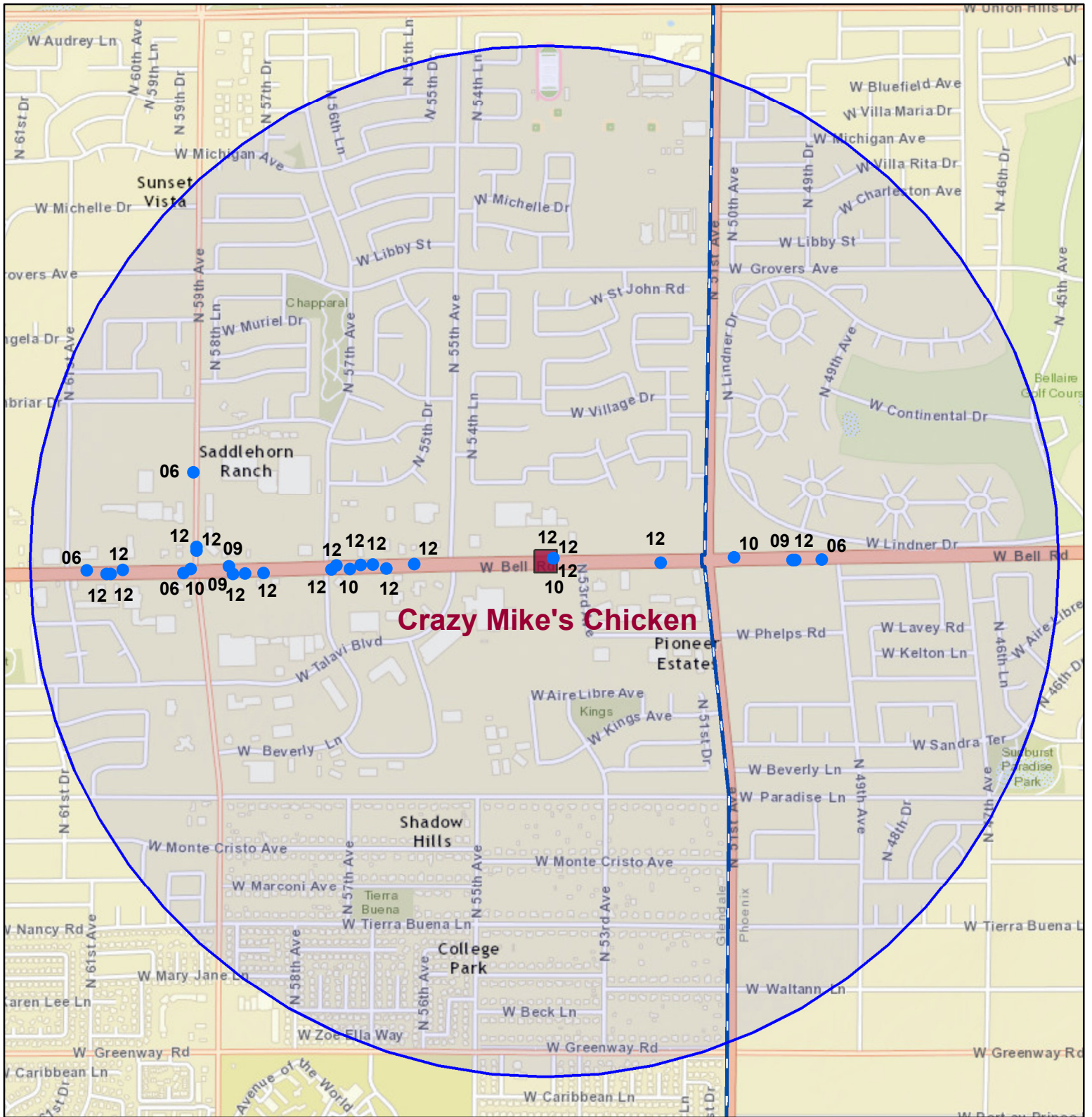
Series	Type	Quantity
06	Bar - All Liquor	4
09	Liquor Store - All Liquor	3
10	Liquor Store - Beer and Wine	4
12	Restaurant	<u>18</u>
	Total	29

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, March 9 thru March 29, 2017.



BUSINESS NAME: Crazy Mike's Chicken

LOCATION: 5350 W. Bell Road, Suite 130

APPLICANT: Mike Minh Choi

ZONING: CSC

APPLICATION NO: 5-22397

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



17-42

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 03-23-17

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: **Crazy Mike's Chicken**

Business Address: **5350 W. Bell Rd., Suite 130**

Applicant/s Information

Name: **Choi, Mike Minh**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 3/23/2012	Other Suites	New ownership call history beginning: 3/7/2017
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	1		
911 calls			
Trespassing	1		
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	1		
Other Criminal			
Total calls for service	3	N/A	0

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

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:

Shane Sender (Agent)
Bell Wings LLC (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>3-30-17</u>
CID Lieutenant or Commander	<u>D. [Signature] 7042</u>	<u>4-3-17</u>
Deputy City Attorney	<u>_____</u>	<u>_____</u>
Chief of Police or designee	<u>C. Bruggo</u>	<u>4/3/17</u>



Legislation Description

File #: 17-145, Version: 1

RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-22385, BOTTEGA PIZZERIA RISTORANTE

Staff Contact: Vicki Rios, Director, Budget and Finance

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a new, non-transferable series 12 (Restaurant) license for Bottega Pizzeria Ristorante located at 19420 N 59th Ave, Suite C117. The Arizona Department of Liquor Licenses and Control application (No. 1207A923) was submitted by Andrea Dahlman Lewkowitz.

Background Summary

The location of the establishment is in the Cholla District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 11,376 per the 2010 U.S. census. Bottega Pizzeria Ristorante is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

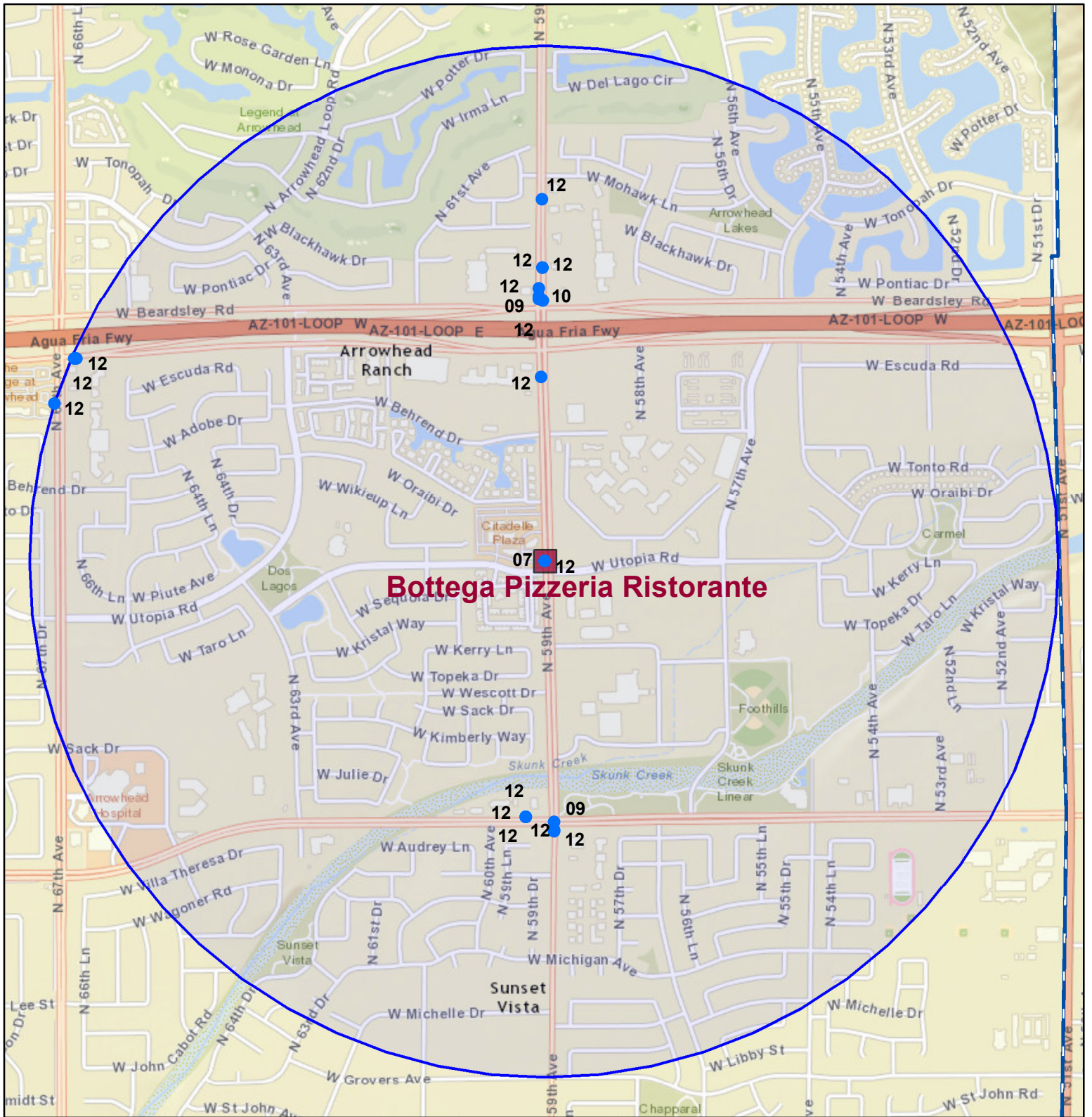
Series	Type	Quantity
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	2
10	Liquor Store - Beer and Wine	1
12	Restaurant	<u>15</u>
	Total	19

Pursuant to A.R.S. § 4-203(A) when considering this new, non-transferable series 12 license, Council may take into consideration 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, March 6 thru March 25, 2017.



BUSINESS NAME: Bottega Pizzeria Ristorante

LOCATION: 19420 N 59th Ave, Suite C117

APPLICANT: Andrea Dahlman Lewkowicz

ZONING: C-2

APPLICATION NO: 500022385

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



17-34

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 04-26-17

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: **Bottega Pizzeria Ristorante**

Business Address: **19420 N. 59th Ave., Ste-C117**

Applicant/s Information

Name: **Lewkowitz, Andrea (Agent)**

Name: **DiLello, Nicola**

Name: **DiLello, Christine**

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 3/21/2012	Other Suites	New ownership call history beginning: 2/28/2017
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	1		
911 calls			
Trespassing			
Accidents	1		
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	3		1
Other criminal			
Total calls for service	5	N/A	1

* 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:

Andrea Lewkowitz (Agent)
Pomo Glendale LLC (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>4-26-17</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>C. Bruggo</u>	<u>4/26/17</u>



Legislation Description

File #: 17-146, Version: 1

RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 1-25123, SAFEWAY #1636

Staff Contact: Vicki Rios, Director, Budget and Finance

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a location-to-location transferable series 9 (Liquor Store - All Liquor) license for Safeway #1636 located at 5860 W Thunderbird Rd. The Arizona Department of Liquor Licenses and Control application (No. 09070350) was submitted by Nicholas Carl Guttilla.

Background Summary

The location of the establishment is in the Sahuaro District and is over 300 feet from any church or school. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 14,960 per the 2010 U.S. census. Safeway #1636 currently has a series 9 liquor license which will be put on inactive status once this series 9 liquor license is approved, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

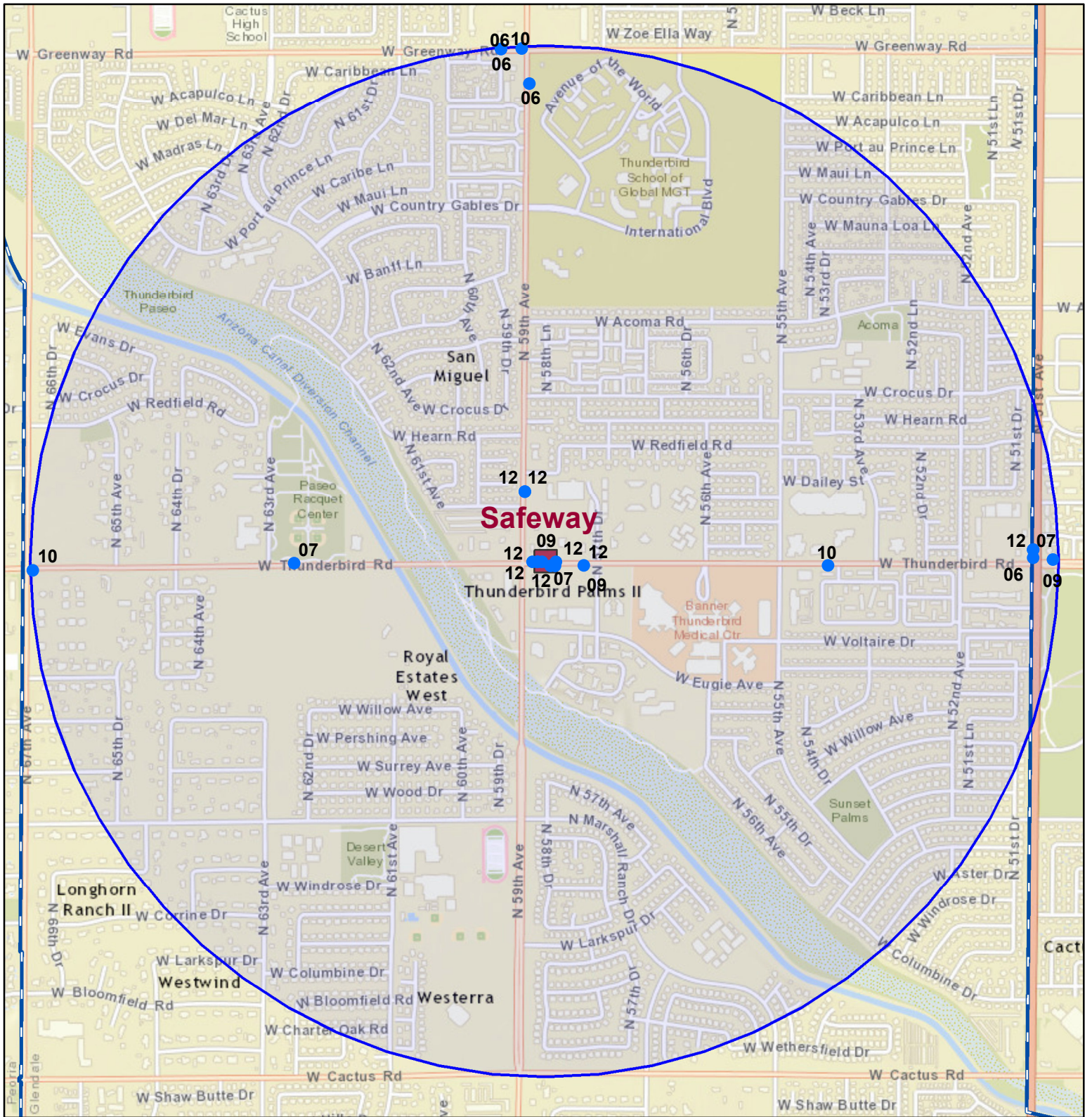
Series	Type	Quantity
06	Bar - All Liquor	4
07	Bar - Beer and Wine	3
09	Liquor Store - All Liquor	3
10	Liquor Store - Beer and Wine	3
12	Restaurant	<u>8</u>
	Total	21

Pursuant to A.R.S. § 4-203(A), when considering this location-to-location transferable series 9 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, March 9 thru March 28, 2017.



BUSINESS NAME: Safeway

LOCATION: 5860 W Thunderbird Rd

APPLICANT: Nicholas Carl Guttilla

ZONING: C-2

APPLICATION NO: 100025123

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



17-40

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 03-22-17

License Type: **Series 9 Liquor Store (All spirituous liquor)**

Definition: Allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

Application Type: **Location Transfer**

Definition: The application process for moving a license from one premises to another within the same county.

Business Name: **Safeway #1636**

Business Address: **5860 W. Thunderbird Rd.**

Applicant/s Information

Name: **Guttilla, Nicolas Carl (Agent)**

Name: **Dimond, Robert Barker**

Name: **Dye, Justin Christopher**

Name: **Fox, Bradley Stuart**

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 3/22/2012	Other Suites	New ownership call history beginning:
Liquor Related	1		
Vice Related			
Drug Related	1		
Fights / Assaults	4		
Robberies	1		
Burglary / Theft	46		
911 calls			
Trespassing	2		
Accidents			
Fraud / Forgery	8		
Threats			
Criminal damage			
Other non-criminal*	13		
Other criminal	3		
Total calls for service	79	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

Date: **03-22-17**

License Type: **Series 9 Liquor Store (All spirituous liquor)**

Definition: Allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

Application Type: **Location Transfer**

Definition: The application process for moving a license from one premises to another within the same county.

Business Name: **Safeway #1636**

Business Address: **5860 W. Thunderbird Rd.**

Applicant/s Information

Name: **Gordon, Robert Allen Jr.**

Name: **Larson, Robert Bruce**

Name: **Miller, Robert Gerald**

Name:

Continuation of applicants.

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:

Nicholas Guttilla (Agent)
Safeway, Inc. (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>3-23-17</u>
CID Lieutenant or Commander	<u>L. Cast 7042</u>	<u>3-27-17</u>
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>C. B. [Signature]</u>	<u>3/27/17</u>



Legislation Description

File #: 17-159, Version: 1

POSITION RECLASSIFICATIONS

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

Purpose and Recommended Action

This is a request for the City Council to authorize the City Manager to reclassify existing positions within the organization that have experienced a change in duties and/or responsibilities.

Background

As the City seeks out ways to more innovatively provide city services, jobs must adapt to address those changes. Department Directors work closely with the Human Resources and Risk Management Department to conduct job studies and make these changes when necessary. At times this may require a change in job duties and/or responsibilities that places the job in a different job classification. When this occurs, a reclassification of the job is necessary. Reclassifications, while permitted under Human Resources Policy 301, do create a change to Schedule 9 of the Fiscal Year (FY) 2016-17 Budget. Human Resources Policy 301.II.A.4 states the following with regard to position reclassifications:

A position may be reclassified when the essential duties and responsibilities of the position change significantly through the addition or deletion of essential job functions. Positions may be reclassified to a higher or lower classification and pay range as a result of a job study. The recommendation made to the City Manager by the Human Resources & Risk Management Director and approved by the City Council is final. Classification decisions are not appealable or grievable.

- a. When a filled position is reclassified to a class in a higher pay range, the employee occupying the position may receive a salary adjustment for the reclassification as determined by Human Resources. If the employee's current salary is less than the minimum of the new range the employee will be placed at the minimum of the new range.
- b. If, at the time of the reclassification, an employee is receiving temporary assignment pay for performing additional duties that fall within the scope of the new classification, the employee's base salary will be adjusted accordingly but shall not exceed the maximum of the new grade and the temporary assignment pay shall cease.
- c. If a filled position is reclassified or reevaluated and assigned a lower pay range, the employee's pay will not be reduced. However, if the employee's current salary is above the maximum of the new pay range, the employee will not be eligible for any additional increase in salary until the pay range maximum is once again higher than the actual salary.

It is prudent to continually assess the current structure and opportunities for realignment to better prepare the city for the future.

The Budget and Finance Department has requested that the vacant Administrator, Revenue position be reclassified as a Budget and Finance Analyst. The responsibilities of the Administrator, Revenue position have been absorbed by the Manager, Customer Service and the Manager, Tax and License positions. Reclassifying this position will allow the Budget division to proactively monitor departmental expenditures and revenues as well as move toward a performance or priority based budgeting approach.

Due to a significant increase in the volume of Mental Health Court cases, the City Court has requested that an existing Court Clerk position (TBD) be reclassified as a Court Clerk, Sr. The Court has a need for a senior level position to assist with training of Courtroom Operations staff, evaluating case files to determine necessary legal actions, and assisting the Court Program Coordinator in evaluating, analyzing and processing of Mental Health Court cases.

The Innovation and Technology department would like to reclassify a filled Applications Analyst, Sr to a Systems Analyst, Sr to better reflect the responsibilities required of the position. An Applications Analyst, Sr. focuses on the support of one application (such as payroll), becoming a subject matter expert on that application. A Systems Analyst, Sr. uses analysis and design techniques to solve business problems using information technology. A Systems Analyst, Sr. must use both business knowledge and technology to help meet business needs. Because of the staffing size in the department and the business needs of the City, this position has been working in the Systems Analyst, Sr. role for two years and will continue to do so.

The Police department has requested that two positions be reclassified. The first request is to reclassify a filled Police Aide position to a Police Community Services Officer. The Police Aide currently is responsible for parking enforcement. The department wants to broaden the duties to include those of a Police Community Services Officer.

The department also requested a review of the vacant Administrator, Police Technical Services position. This position used to have oversight of Records and Property, Technical Services and Personnel Management. To better meet departmental needs, the position now will have oversight of Detention, Records and Property, Technology Services and Communication (911). The position was matched to similar positions in other cities with which we compare ourselves and was found to be below market. This reclassification would bring the position up to the market data.

Public Affairs would like to reclassify two positions. The first request is to reclassify the Public Information Program Manager to an Administrator, Public Information and Communications. The resignation of the Administrator, Cable Communications resulted in a reorganization of the Public Affairs department. In addition to the Public Information duties the Public Information Program Manager is performing, the position will now also acquire the duties of the Administrator, Cable Communications position. This will include management of the Media Production Specialists and oversight of the Channel 11 broadcasts.

The other position reclassification would be from an Administrator, Cable Communications position to a Marketing and Communications Program Manager (PIO). The resignation of the Administrator, Cable Communications resulted in a reorganization of the Public Affairs department. It was determined that there

was a need for public information related duties, and the reclassification would more accurately reflect the required duties.

Public Works has requested that two vacant positions be reclassified. The first request is to reclassify a vacant Account Specialist, Lead to an Administrative Support Coordinator to better meet the Solid Waste Administration division's needs. The department needs a dedicated administrative position which will be focused on leading the administrative team's work. The reclassification would be at the same grade level as the current classification.

The other position Public Works would like to reclassify is a vacant Solid Waste Management Inspector to a Solid Waste Services Representative. The Solid Waste Management Inspector position was responsible for inspection of commercial solid waste services. The position has grown to include duties such as establishing service agreements, conducting field audits, researching and resolving service issues and other duties that are outside the scope of the existing classification.

Water Services has requested that a Water Control Room Operator position (TBD) be reclassified as a Water Control Room Operator, Lead position. The Central System Control Operations Center is currently engaged in numerous efforts to ensure the safe, reliable and uninterrupted delivery of drinking water. Due to the complex, highly technical nature of the work in this mission critical section, a dedicated lead control room operator is necessary to lead the control room operators, and to provide operational and technical support, while leading and developing annual water allocation of system capacity of over 100 million gallons.

Analysis

The Human Resources and Risk Management Department works closely with Department Directors in conducting job studies to determine whether a job requires reclassification. It is important that job descriptions accurately reflect the duties being performed by employees and that the job classification reflects the level of duties and responsibilities required of the position. This helps ensure that the City provides a clear understanding to employees of what their duties are, helps to identify the appropriate level within the organization the position holds and helps supervisors with directing and assessing the performance of employees. It also assists with any confusion that might arise between the City and employees as to the duties and responsibilities required of a position.

Previous Related Council Action

On June 14, 2016, Council approved the FY 2016-17 Budget which includes a listing of all approved positions in Schedule 9 of the Budget Book.

Council approved position reclassifications at the September 13, 2016 Council meeting.

Council approved position reclassifications at the September 27, 2016 Council meeting.

Council approved position reclassifications at the October 25, 2016 Council meeting.

Council approved position reclassifications at the November 22, 2016 Council meeting.

Council approved position reclassifications at the December 20, 2016 Council meeting.

Council approved position reclassifications at the February 14, 2017 Council meeting.

Community Benefit/Public Involvement

Ensuring that job descriptions appropriately reflect the duties being performed protect the city from potential litigation and help ensure that the citizens are receiving the appropriate level of services necessary.

Budget and Financial Impacts

Based on salary savings, there is no budget impact this fiscal year. However, there will be an estimated budget impact of \$22,443 for next fiscal year.

Positions Recommended for Reclassification
May 9, 2017

Position Number	Department	Fund #	Fund Name	Previous Title	New Title	Description of Request	Effective Date of Action	Estimated Budgetary Impact for Remainder of FY	Estimated Budgetary Impact FY 17-18 (Based on Midpoint of Salary Range)
480	Budget and Finance	1000	General	Administrator, Revenue	Budget and Finance Analyst	Realign to better meet department needs	5/13/2017	\$0.00	-\$17,001.00
TBD	City Court	TBD	TBD	Court Clerk	Court Clerk, Sr.	Realign to better meet department needs	5/13/2017	TBD	TBD
1060	Innovation and Technology	1000	General	Applications Analyst, Sr.	Systems Analyst, Sr.	Realign to better meet department needs	5/13/2017	\$0.00	\$0.00
2382	Police	1000	General	Police Aide	Police Community Services Officer	Realign to better meet department needs	5/13/2017	\$1,243.83	\$9,240.00
233	Police	1000	General	Administrator, Police Technical Svcs	Administrator, Police Technical Svcs	Salary range changed to reflect updated market data	5/13/2017	\$0.00	\$14,394.00
1295	Public Affairs	1000	General	Public Information Program Manager	Administrator, Public Information and Communications	Realign to better meet department needs	5/13/2017	\$1,149.75	\$8,541.00
701	Public Affairs	1000	General	Admin, Cable Communications	Marketing & Communication Program Manager	Realign to better meet department needs	5/13/2017	\$0.00	\$0.00
1312	Public Works	2440	Landfill	Account Specialist, Lead	Administrative Support Coord	Realign to better meet department needs	5/13/2017	\$0.00	\$0.00
1225	Public Works	2480	Sanitation	Solid Waste Mgmt Inspector	Solid Waste Services Representative	Realign to better meet department needs	5/13/2017	\$0.00	\$7,269.00
TBD	Water Services	2400	Water Services	Water Control Room Operator	Water Control Room Operator, Lead	Realign to better meet department needs	5/13/2017	TBD	TBD

Positions Recommended for Reclassification
FY 16-17

Position Number	Department	Fund #	Fund Name	Previous Title	New Title	Description of Request	Effective Date of Action	Estimated Budgetary Impact for Remainder of FY 16-17	Estimated Budgetary Impact FY 17-18 (Based on Midpoint of Salary Range)	Estimated Budgetary Impact for filled positions FY 17-18	Actual Budgetary Impact for filled positions FY 17-18
1191	Budget & Finance	1000	General	Customer Service Rep	Licensing Specialist	Department realignment	9/17/2016	\$0.00	\$9,015	\$9,015	\$9,015
165	Public Works	1000	General	Administrative Sppt Coord	Supervisor, Engineering Support	Department realignment	9/17/2016	\$2,266.20	\$8,415	\$8,415	\$8,415
910	Fire	1000	General	Fire Inspector, Sr.	Fire Inspector	Department realignment	9/17/2016	\$0.00	-\$14,049		
2376	Police	1000	General	Account Specialist	Supervisor, Support Services	Department realignment	9/17/2016	\$0.00	\$15,684	\$15,684	\$19,763
1638	Police	1000	General	Police Community Svcs Officer	Police Forensics Specialist	Department realignment	9/17/2016	\$0.00	\$9,467	\$9,467	\$4,074
253	Intergovernmental Programs	1000	General	Executive Assistant	Council Asst	Department realignment	9/17/2016	\$10,661.64	\$19,715	\$19,715	\$19,715
106	Intergovernmental Programs	1000	General	Council Asst	Intergovernmental Coordinator	Department realignment	9/17/2016	\$7,146.71	\$3,407	\$3,407	\$3,407
820	Intergovernmental Programs	1000	General	Administrative Sppt Specialist	Executive Assistant	Department realignment	9/17/2016	\$0.00	\$2,305	\$2,305	\$2,305
2470	City Attorney	1000	General	Records Coordinator	Legal Assistant	Department realignment	9/17/2016	\$0.00	\$12,905	\$12,905	\$12,905
1188	Community Services	1000	General	Neighborhood Svcs Coord	Neighborhood Services Program Manager	Department realignment	9/17/2016	\$0.00	\$0	\$0	\$0
479	Public Facilities, Recreation & Special Events	1000	General	Community Svcs Program Manager	Public Facilities, Recreation & Special Events Program Manager	Department realignment	9/17/2016	\$0.00	\$0	\$0	\$0
1770	Public Facilities, Recreation & Special Events	1000	General	Admin, Community Services	Administrator, Civic Center	Department realignment	9/17/2016	\$0.00	\$0	\$0	\$0
1017	Public Facilities, Recreation & Special Events	1000	General	Park Ranger	Park Ranger Supervisor	Department realignment	9/17/2016	\$0.00	\$21,965	\$21,965	\$25,157
649	Public Facilities, Recreation & Special Events	1000	General	Administrator, Community Services	Administrator, Recreation	Department realignment	10/1/2016	\$0.00	\$0	\$0	\$0
2161	Public Facilities, Recreation & Special Events	1000	General	Assistant Director, Community Services	Assistant Director, Public Facilities, Recreation & Special Events	Department realignment	10/1/2016	\$0.00	-\$5,827	-\$5,827	-\$5,827
1974	Economic Development	1000	General	Assistant Director, Economic Development	Economic Development Officer	Department realignment	10/1/2016	\$0.00	\$0	\$0	\$811
1471	City Court	1000	General	Judicial Projects Coordinator	Deputy Court Administrator	Department realignment	10/1/2016	\$0.00	\$11,279	\$11,279	\$13,449

Positions Recommended for Reclassification
FY 16-17

Position Number	Department	Fund #	Fund Name	Previous Title	New Title	Description of Request	Effective Date of Action	Estimated Budgetary Impact for Remainder of FY 16-17	Estimated Budgetary Impact FY 17-18 (Based on Midpoint of Salary Range)	Estimated Budgetary Impact for filled positions FY 17-18	Actual Budgetary Impact for filled positions FY 17-18
1295	Public Affairs	1000	General	Marketing & Comm Prgm Mgr, Sr	Public Information Program Manager	Department reorganization	10/29/2016	\$0.00	\$0	\$0	\$0
701	Public Affairs	1000	General	Asst Director, Communications	Administrator, Cable Communications	Department reorganization	10/29/2016	\$0.00	-\$17,001	-\$17,001	-\$17,001
2052	Public Affairs	1000	General	Admin, Intergovernment Program	Assistant Director, Intergovernment Program	Department reorganization	10/29/2016	\$6,984.72	\$8,916	\$8,916	\$8,916
888	Development Services	1000	General	Administrator, Code Compliance	Code Compliance Official	Department realignment	10/29/2016	\$0.00	\$0	\$0	\$0
2063	Development Services	1000	General	Supervisor, Code Compliance	Administrator, Code Compliance	Department realignment	10/29/2016	\$0.00	\$3,407	\$3,407	\$3,407
587	Development Services	1000	General	Supervisor, Code Compliance	Administrator, Code Compliance	Department realignment	10/29/2016	\$0.00	\$3,407	\$3,407	\$3,407
2340	Fire	1000	General	Crisis Response Vol. Coordinator	Crisis Intervention Specialist	Title Change	11/26/2016	\$0.00	\$0	\$0	\$0
2464	Budget & Finance	1000	General	Contracts Program Manager	Supervisor, Licensing & Tax	Realign to better meet department needs	11/26/2016	\$0.00	-\$14,686	-\$14,686	\$2,170
2387	Police	1000	General	Management Assistant	Management Analyst	Realign to better meet department needs	2/18/2017	\$1,601.00	\$4,164	\$4,164	\$4,164
480	Budget and Finance	1000	General	Administrator, Revenue	Budget and Finance Analyst	Realign to better meet department needs	5/13/2017	\$0.00	-\$17,001.00		
1060	Innovation and Technology	1000	General	Applications Analyst, Sr.	Systems Analyst, Sr.	Realign to better meet department needs	5/13/2017	\$0.00	\$0.00	\$0.00	\$0.00
2382	Police	1000	General	Police Aide	Police Community Services Officer	Realign to better meet department needs	5/13/2017	\$1,243.83	\$9,240.00	\$9,240.00	\$9,240.00
233	Police	1000	General	Administrator, Police Technical Svcs	Administrator, Police Technical Svcs	Salary range changed to reflect updated market data	5/13/2017	\$0.00	\$14,394.00		
1295	Public Affairs	1000	General	Public Information Program Manager	Administrator, Public Information and Communications	Realign to better meet department needs	5/13/2017	\$1,149.75	\$8,541.00	\$8,541.00	\$8,541.00
701	Public Affairs	1000	General	Admin, Cable Communications	Marketing & Communication Program Manager	Realign to better meet department needs	5/13/2017	\$0.00	\$0.00	\$0.00	\$0.00

Positions Recommended for Reclassification
FY 16-17

Position Number	Department	Fund #	Fund Name	Previous Title	New Title	Description of Request	Effective Date of Action	Estimated Budgetary Impact for Remainder of FY 16-17	Estimated Budgetary Impact FY 17-18 (Based on Midpoint of Salary Range)	Estimated Budgetary Impact for filled positions FY 17-18	Actual Budgetary Impact for filled positions FY 17-18
TBD	City Court	TBD	TBD	Court Clerk	Court Clerk, Sr.	Realign to better meet department needs	5/13/2017	TBD	TBD		
Estimated Budgetary Impacts for General Fund								\$31,053.85	\$97,662	\$114,318	\$136,033
816	Water Services	2360	Water and Sewer	Customer Service Rep	Deputy Director, Water Services	Realign to better meet department needs	11/26/2016	\$0.00	\$74,714	\$74,714	\$65,726
1301	Water Services	2360	Water and Sewer	Customer Service Rep	Water Services Plant Operator	Realign to better meet department needs	12/24/2016	\$0.00	\$9,015		
100	Water Services	2360	Water and Sewer	Water Services Data Coordinator	Supervisor, Enterprise Asset Management	Realign to better meet department needs	12/24/2016	\$0.00	\$7,334.00	\$7,334.00	\$7,334
Estimated Budgetary Impacts for Water and Sewer Fund								\$0.00	\$91,063	\$82,048	\$73,060
940	Water Services	2400	Water Services	Water Services System Technician	Supervisor, Water Services	Department realignment	9/17/2016	\$0.00	\$33,294	\$33,294	\$25,165
1634	Water Services	2400	Water Services	PC Operator	Supervisor, Water Services	Department realignment	10/1/2016	\$0.00	\$35,286	\$35,286	\$40,244
TBD	Water Services	2400	Water Services	Water Control Room Operator	Water Control Room Operator, Lead	Realign to better meet department needs	5/13/2017	TBD	TBD		
Estimated Budgetary Impacts for Water Fund								\$0.00	\$68,580	\$68,580	\$65,409
1631	Public Works	2440	Landfill	Equip Mechanic Specialist, Sr	Principal Engineer	Realign to better meet department needs	11/26/2016	\$0.00	\$34,078		
563	Public Works	2440	Landfill	Account Specialist	Contract Monitor	Realign to better meet department needs	2/18/2017	\$0.00	\$15,684		
1312	Public Works	2440	Landfill	Account Specialist, Lead	Administrative Support Coord	Realign to better meet department needs	5/13/2017	\$0.00	\$0.00		

Positions Recommended for Reclassification
FY 16-17

Position Number	Department	Fund #	Fund Name	Previous Title	New Title	Description of Request	Effective Date of Action	Estimated Budgetary Impact for Remainder of FY 16-17	Estimated Budgetary Impact FY 17-18 (Based on Midpoint of Salary Range)	Estimated Budgetary Impact for filled positions FY 17-18	Actual Budgetary Impact for filled positions FY 17-18
Estimated Budgetary Impacts for Landfill Fund								\$0.00	\$49,762		
169	Public Works	2480	Sanitation	Equip Operator (Sold Wst Mgt)	Solid Waste Routing Specialist	Department realignment	9/17/2016	\$0.00	\$9,939		
1225	Public Works	2480	Sanitation	Solid Waste Mgmt Inspector	Solid Waste Services Representative	Realign to better meet department needs	5/13/2017	\$0.00	\$7,269.00		
Estimated Budgetary Impacts for Sanitation Fund								\$0.00	\$17,208		
2462	Public Works	2590	Fleet Services	Administrative Support Specialist	Cell Site Program Coordinator	Department realignment	9/17/2016	\$0.00	\$12,741		
2469	Public Works	2590	Fleet Services	Equipment Mechanic	Equipment Mechanic Specialist	Realign to better meet department needs	12/24/2016	\$0.00	\$12,137		
Estimated Budgetary Impacts for Fleet Services Fund								\$0.00	\$24,878		
Total Estimated Budgetary Impacts For All Funds								\$31,053.85	\$349,153	\$264,946	\$274,502

Number of Reclassified Positions Filled FY16-17	12
Number of FY 16-17 reclassified positions still vacant	13
Actual Budgetary Impact FY 17-18 for filled positions	\$274,502
Difference between estimated and actual budget impact (filled positions) for FY 17-18	\$9,556



Legislation Description

File #: 17-160, Version: 1

AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH SOMERSET LANDSCAPE, LLC, FOR LANDSCAPE MAINTENANCE IN CITY PARKS AND FACILITIES

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

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to execute a one-year maintenance agreement with Somerset Landscape, LLC, ("Somerset") to provide landscape maintenance service at city parks and facilities, in an amount not to exceed \$703,831.

Background

On March 22, 2016, the City Council approved a five-year agreement for park and facility landscape maintenance services with Environmental Earthscapes, Inc. (d.b.a. - "The Groundskeeper") in an amount not to exceed \$636,476 annually. The services provided in this agreement (C-10713) included the daily landscaping maintenance of 120 city-wide parks and facilities such as Libraries, Fire Stations, Public Safety/Court complex, Myrtle Operations Center, Civic Center, Sine building; retention basins and all city parks. Specific duties were split into two primary functions: a) basic services such as mowing, line trimming, weekly litter patrol, proactive and ongoing weed abatement, soil fertilization, and turf aeration; b) special services such as responding to weather/storm-related damage and unplanned/unanticipated maintenance requests or incidents.

Over the past year, the Parks and Recreation staff expressed several performance concerns (i.e., missing routine assignments, failure to follow up in a timely manner, lack of communication, etc.) and provided the vendor with several opportunities to improve. Subsequently, the vendor requested additional terms and considerations outside the scope of the original agreement which were unacceptable to the City. In conjunction with the City Procurement Division, a letter of non-renewal was sent to The Groundskeeper on March 20, 2017 and the next highest scoring respondent to the initial Request for Proposals (RFP) - Somerset - was selected as the replacement option.

If approved, a new agreement with Somerset will amount to \$703,831 for the provision of basic park maintenance and facility services.

Analysis

Approval of this one-year contract will continue needed and uninterrupted service and properly maintain basic landscape services within the City's parks system. At the same time, it will provide needed time to issue, review and recommend a new RFP for city-wide parks and facilities landscaping services to the City

Council for consideration. It is important to note that although the current Parks Maintenance budget has sufficient capacity for the additional cost increase over the previous vendor (\$67,355), it will be necessary to closely monitor expenditures and levels of service in the event there are special project requests and/or unanticipated events (e.g. storm damage).

Community Benefit/Public Involvement

The City is required to maintain approximately 2180 acres of parkland and facilities, which include basketball, tennis, and racquetball courts, approximately 13,000 trees and 70,000 shrubs, barbeque grills, ramadas, picnic tables, park benches, restrooms, ballfields, and trails that provide a vast menu of recreation opportunities. The landscape maintenance contract provides ongoing landscape maintenance and repair for 120 different public facilities within the City, including parks, recreation facilities, fire stations, libraries, and several municipal offices. Properly maintained parks, facilities and open space enhance the quality of life and provide attractive destinations for family outings, picnics, and open play. Urban parks and recreation facilities help enhance social ties and often create a sense of community.

Additionally, the public frequently requires access to various facilities, such fire stations, City Hall, Field Operations and facilities. This service addresses the cleanliness of the public facilities, enhances the image of the City, and provide clean and aesthetically pleasing appearances.

Budget and Financial Impacts

The funding for this procurement in the amount of \$703,831 annually, will come from the Parks Maintenance budget 1000-13040-518200. Funding for special projects and/or unanticipated projects will be monitored and addressed as needed.

Cost	Fund-Department-Account
\$703,831	1000-13040-518200, Parks Maintenance Professional and Contractual

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

Attachments

**AGREEMENT FOR
PARKS AND FACILITY LANDSCAPE MAINTENANCE
City of Glendale Solicitation No. RFP 16-23, Special Procurement**

This Agreement for parks and facility landscape maintenance ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Somerset Landscape, LLC, a Delaware corporation, authorized to do business in Arizona, (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. RFP 16-23, Special Procurement (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 of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

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 \$703,831, 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 must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

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

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

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

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

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); 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.

12.2 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:

Somerset Landscape, LLC
c/o Taylor Haught, Branch Manager
19051 South Arizona Avenue
Chandler, Arizona 85286
(480) 782-5296
taylor@somersetlm.com

- 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 Bryan Wagner
6210 West Myrtle Avenue
Glendale, Arizona 85301
623-930-2653

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.

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

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

- 14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and 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.

- 14.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 14.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 14.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 14.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 14.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
15. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. There are no automatic renewals of this Agreement.
16. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
17. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- | | |
|-----------|--------------|
| Exhibit A | Project |
| Exhibit B | Compensation |

(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: Kevin R. Phelps
Its: City Manager


ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Somerset Landscape LLC,
a Delaware corporation, authorized to do business in
Arizona



By: Taylor Haught
Its: Branch Manager

EXHIBIT A

PARKS AND FACILITY LANDSCAPE MAINTENANCE

Special Procurement to City of Glendale Solicitation No. RFP 16-23

PROJECT

The city of Glendale ("City") solicited proposals from qualified contractors to provide landscape services for city parks and facilities through the attached RFP 16-23. The contractor shall furnish all necessary supervision, labor, tools, equipment, and supplies to perform the required landscape maintenance services. It is expressly understood by the Contractor that the intent of this Contract is to supply complete landscape and park maintenance services for the City Parks Division.

Council approved Agreement C-10713 with Environmental Earthscapes, Inc., dba The Groundskeeper, on March 22, 2016 with a start date of April 26, 2016. During the renewal process, The Groundskeeper decided not to exercise their right to renew for an additional term.

Therefore, as interim, a Special Procurement was approved to move forward with the second most response and responsible contractor, Somerset Landscape LLC.

This agreement shall remain in effect for not to exceed one year during the new RFP process.

EXHIBIT B
PARKS AND FACILITY LANDSCAPE MAINTENANCE
Special Procurement to City of Glendale Solicitation No. RFP 16-23
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Section 5 of this agreement. The amount of the compensation for landscape services rendered, is provided in City of Glendale final Pricing document for Solicitation No. RFP 16-23, which is attached. Contractor has agreed to honor original solicitation pricing.

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 \$703,831 as attached to Exhibit B.

DETAILED PROJECT COMPENSATION

Contractor shall provide landscape maintenance services for over 2100 acres of City Parkland, 17 City Facilities, 9 Fire Stations, 20 Retention basins and 4 Sports Complexes. Area of Service locations are listed on the price sheet. Services shall include, but are not limited to: mowing, tree and shrub pruning, palm tree pruning, general plant maintenance, turf, weed control, pre and post-emergent services, pest control, erosion control, trash removal and litter control.



March 20, 2017

Nick Perez
The Groundskeeper
Branch Manager Phoenix Region
620 N. Golden Key Street
Gilbert, AZ 85233

RE: Non-Renewal of Agreement C-10713, RFP 16-23
Parks & Facilities Landscape Maintenance

Dear Mr. Perez,

Thank you for your letter dated March 10, 2017, requesting revisions to contract C-10713 in addition to the City's \$60,000.00 Best and Final Offer provided in our letter dated February 7, 2017.

The City denies the Groundskeeper's request for changes to the original scope of work; therefore, per your request, Agreement C-10713 shall not renew on April 27, 2017.


Bryan Wagner, Parks Superintendent, and his team, will continue to work with you through April 26, 2017. Thank you again, for The Groundskeeper's services this past year.

Best regards,

Crista Clevenger
City of Glendale, Contract Analyst

Price Sheet



 GLENDALE	City of Glendale Materials Management Solicitation Number: RFP 16-23 PARKS AND FACILITY LANDSCAPE MAINTENANCE	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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7.0 BASE PRICE SHEET

7.1 PRICE

All labor, materials and equipment to provide landscape maintenance for all of the parks listed in this solicitation.


Contractor must complete and return the line item price sheet for each site.

CITY FACILITIES	LOCATION	ANNUAL PRICE
Glendale Adult Center	59 th Ave and Brown St	\$ 3,754
Bead Museum	58 th Ave and Glenn Dr	\$ 3,754
Community Center North	59 th Ave and Thunderbird Rd	\$ 3,754
Foothills Library	57 th Ave and Union Hills Rd	\$ 2,154
Glendale Municipal Office Complex & Parking Garage	59 th Ave Glendale Avenue	\$ 2,154
Glendale Community Center	54 th Ave and Ocotillo Rd	\$ 2,154
Main Library (excludes xeriscape gardens)	59 th Ave and Brown St	\$ 10,754
Main Public Safety Building (includes APS parking)	57 th Dr and Glendale Ave	\$ 2,154
Myrtle Avenue Cultural Entranceway	N/E Corner of Grand & Myrtle Avenues	\$ 3,754
Myrtle Ave Basin	N/E Corner of 65 th & Myrtle Avenues	\$
Operations Center	62 nd and Myrtle Avenues	\$ 2,054
Park and Ride Parking Lot	Glendale and 99th Avenues	\$ 2,054
Prosecutors Office	57 th and Glendale Avenues	\$ 1,954
Sine Building	58 th Dr and Glendale Ave	\$ 1,954
Civic Center, Fountain Terrace and Annex	57 th and Glenn Dr	\$ 8,554
Foothills Recreation and Aquatic Center (FRAC)	5600 W. Union Hills Dr	\$ 1,954
Downtown Receptacles Approximately 75 receptacles	Glendale Ave South to Myrtle Ave between 55th Ave and 59th Ave & Glendale Ave north to Lamar Rd between 55th Ave and 59th Ave	\$ 1

MAJOR PARKS	LOCATION	ANNUAL PRICE
Bonsall Park North	59 th Ave and Bethany Home Rd	\$ 7,333
Bonsall Park South	59 th Ave and Bethany Home Rd	\$ 11,633
Brian Anderson Field	63 rd Ave and Frier Dr	\$ 4,804

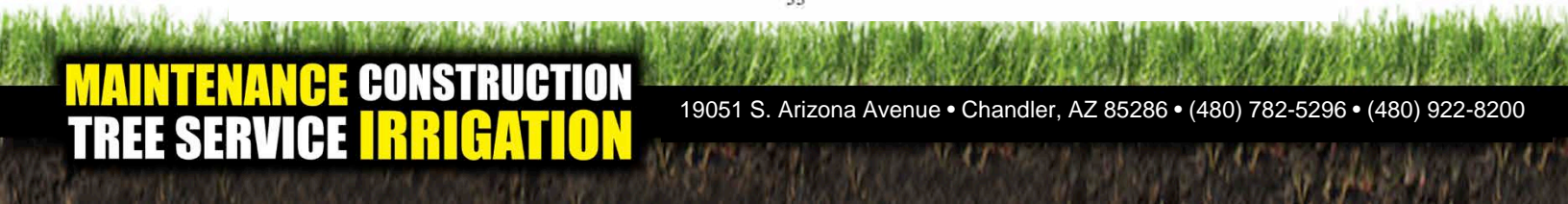


Price Sheet

 GLENDALE	City of Glendale Materials Management Solicitation Number: RFP 16-23 PARKS AND FACILITY LANDSCAPE MAINTENANCE	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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MAJOR PARKS	LOCATION	ANNUAL PRICE
Elsie McCarthy Sensory Garden	55 th and Orangewood Avenues	\$ 18,53
Foothills Grounds / Parking Lots (includes Sports Complex)	57 th Ave and Union Hills Dr	\$ 17,871
Grand Linear Canal	75th Ave and Camelback Road - N.W. to 83rd Ave and Bethany Home Rd	\$ 45,187
Grand Linear Canal	83 rd Ave to SR101	\$ 45,187
Murphy & Amphitheater	59 th and Glendale Avenues	\$ 4,804
Northern Horizon	63 rd and Northern Avenues	\$ 9,019
O'Neil	64 th and Missouri Avenues	\$ 14,499
Paseo Racquet Center Grounds / Parking Lots (includes Sports Complex)	63 rd Ave and Thunderbird Rd	\$ 21,244
Rose Lane Aquatics Center	51 st and Marlette Avenues	\$ 18,53
Skunk Creek Linear	51 st Ave and Utopia Rd to 73 rd Ave and Greenway Rd	\$ 4,382
Thunderbird Paseo (improved area only)	59th Ave @ ACDC 67 th Ave @ ACDC	\$ 21,243
New River Trail	Bethany Home Rd and Northern Ave	\$ 5,113

PARKS	LOCATION	ANNUAL PRICE
Acoma	53 rd Ave and Acoma Rd	\$ 6,873
Arrowhead Lakes	57 th and Mohawk Avenues	\$ 6,873
Bicentennial	71 st and Missouri Avenues	\$ 6,946
Butler	57 th and Alice Avenues	\$ 6,487
Carmel	52 nd Dr and Oraibi Ave	\$ 3,863
Chapparal	57 th Ave and Greenbrier Dr	\$ 16,906
Cholla	53 rd Ave and Cholla St	\$ 6,101
Clavelito	53rd Ave and Ocotillo Rd	\$ 2,937
Country Gables	52 nd Ave and Country Gables Dr	\$ 6,487
Delicias	48 th and Orangewood Avenues	\$ 6,487
Desert Gardens	69th Ave and Ocotillo Road	\$ 7,259
Desert Mirage	87 th and Maryland Avenues	\$ 5,407
Desert Rose	63 rd and Kings Avenues	\$ 7,259
Desert Valley	61 st and Sweetwater Avenues	\$ 5,715





Price Sheet


	<p align="center">City of Glendale Materials Management Solicitation Number: RFP 16-23 PARKS AND FACILITY LANDSCAPE MAINTENANCE</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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PARKS	LOCATION	ANNUAL PRICE
Discovery	79th and Maryland Avenues	\$ 11,118
Dos Lagos	63 rd Ave and Utopia Rd	\$ 7,876
El Barrio	54 th Ave and Ocotillo Rd	\$ 622
Gardenwood	53rd and Orangewood Avenues	\$ 699
Greenbrier	69 th and Greenbrier Avenues	\$ 3,246
Greenway Granada	73 rd Ave and Greenway Rd	\$ 5,715
Heritage	55 th Ave and Mountain View Rd	\$ 4,944
Hidden Meadows	76 th and St. John Avenues	\$ 11,118
Hillcrest (Includes crosswalk at North)	71 st Ave and Hillcrest Blvd	\$ 7,413
Horizon	47 th and Diana Avenues	\$ 6,481
Kings	53 rd and Kings Avenues	\$ 8,031
Lawrence	62 nd Ave and Lawrence Rd	\$ 3,091
Lions	63 rd Ave and Frier Dr	\$ 3,091
Manistee Ranch	52 nd and Northern Avenues	\$ 6,091
Mary Silva	45 th and Marshall Avenues	\$ 6,091
Maryland Lakes	47 th and Maryland Avenues	\$ 9,574
Memmingen (includes water treatment fence line)	49 th Ave and Cholla St	\$ 3,786
Mission	47 th Ave and Sunnyslope Ln	\$ 7,413
Mondo	57 th Ave and Hatcher Rd	\$ 7,413
Montara	64 th Ln and Becker Ln	\$ 6,481
Myrtle Ave	55 th and Myrtle Ave Avenues	\$ 1,085
New World	48 th Dr and Golden Ln	\$ 11,735
Oasis	79 th Ave and Utopia Rd	\$ 467
Ocotillo Rose	61st Ave and Kiem Rd	\$ 2,937
Orangewood	72 nd and Orangewood Avenues	\$ 3,554
Orangewood Vista	79 th and Orangewood Avenues	\$ 8,417
Pasadena	87 th and Pasadena Avenues	\$ 3,863
Paseo Neighborhood	14025 North 63 rd Ave	\$ 699
Plaza Rosa	61 st and Maryland Avenues	\$ 699
Rose Lane	51 st and Marlette Avenues	\$ 14,591
Rovey	47 th and Rovey Avenues	\$ 699
Sands	55 th and Orangewood Avenues	\$ 5,407





Price Sheet

	<p align="center">City of Glendale Materials Management Solicitation Number: RFP 16-23 PARKS AND FACILITY LANDSCAPE MAINTENANCE</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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PARKS	LOCATION	ANNUAL PRICE
Sierra Verde (includes south end walkway)	71 st Ave and Rose Garden Ln	\$ 10,346
Sonorita (two sites)	59 th Ave and Market St	\$ 467
Sunnyside	63 rd Ave and Cholla St	\$ 12,661
Sunset	45 th Ave and Mountain View Rd	\$ 6,024
Sunset Palms	54 th and Sweetwater Avenues	\$ 13,047
Sunset Ridge	87 th and Missouri Avenues	\$ 6,024
Sunset Vista	64 th Ave and Villa Rita Dr	\$ 3,401
Sycamore Grove	87 th Ave and Emil Rovey Pkwy	\$ 5,252
SRP (mow only)	9802 N 59th Ave	\$ 6,487
Tarrington Ranch	63 rd Ave and Butler Dr.	\$ 2,860
Tierra Buena	57 th Ave and Tierra Buena Ln	\$ 7,259
Utopia	72 nd Ave and Utopia Rd	\$ 2,628
Windsor	63 rd Ave and Windsor Blvd	\$ 1,471

FIRE STATIONS	LOCATION	ANNUAL PRICE
Fire Station #151	6851 N 52 nd Ave	\$ 1,491
Fire Station #152	6850 W Bethany Home Rd	\$ 2,641
Fire Station #153	14061 N 59 th Ave	\$ 1,162
Fire Station #154	4439 W Peoria Ave	\$ 1,491
Fire Station #155	6255 W Union Hills Dr	\$ 3,463
Fire Station #156	6801 W Deer Valley Rd	\$ 4,120
Fire Station #157	9658 N 59 th Ave	\$ 998
Fire Station #158	83 rd Ave and Bethany Home Rd	\$ 1,162
Fire Station #159	17159 N 63 rd Ave	\$ 1,162

RETENTIONS	LOCATION	ANNUAL PRICE
Retention 56 / Peoria	56 th Ave / Peoria	\$ 4,923
Retention 57 / Michigan	57 th Ave / Michigan	\$ 1,607
Retention 64 / Myrtle Ave	64 th / Myrtle Ave	\$ 4,403
Retention 65 / Redfield	65 th / Redfield	\$ 2,795
Retention 67 Mtn View	67 th / Mtn View	\$ 4,774
Retention 70 / Nicolet	70 th / Nicolet	\$ 3,785
Retention 77 / Northview	77 th / Northview	\$ 2,053
Retention 71 / Maryland	71 st / Maryland	\$ 3,042
Retention 74 / Luke	74 th / Luke	\$ 3,784



Price Sheet

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RETENTIONS	LOCATION	ANNUAL PRICE
Retention 74 / Medlock	74 th / Medlock	\$ 1,805
Retention 76 / Missouri	76 th / Missouri	\$ 5,095
Retention 79 / Camelback	79 th / Camelback	\$ 1,558
Retention 79 / Krall	79 th / Krall	\$ 4,403
Retention 79 / Market	79 th / Market	\$ 2,547
Retention 79 / Solano	79 th / Solano	\$ 1,310
Retention 81 / Georgia	81 st / Georgia	\$ 4,032
Retention 82 / Maryland	82 nd / Maryland	\$ 2,053
Retention 85 / Maryland	85 th / Maryland	\$ 6,506
Retention 90 / McLellan	90 th / McLellan	\$ 4,032
Retention 91 / Rose Lane	91 st / Rose Lane	\$ 5,022

SUBTOTAL CITY FACILITIES	\$ 52,910
SUBTOTAL MAJOR PARKS	\$ 216,025
SUBTOTAL PARKS	\$ 347,677
SUBTOTAL FIRE STATIONS	\$ 17,690
SUBTOTAL RETENTIONS	\$ 69,529
ANNUAL TOTAL	\$ 703,831

CITY FACILITIES	LOCATION	ADD ALT BI-ANNUAL SHRUB PRUNE	ADD ALT BI-ANNUAL TREE PRUNE	ADD ALT ANNUAL PALM TREE TRIM	ADD ALT ANNUAL LEAF REMOVE
Glendale Adult Center	59 th Ave and Brown St	\$ 330	\$ 14,790	\$ -	\$ 261
Bead Museum	58 th Ave and Glenn Dr	\$ 110	\$ 2,380	\$ -	\$ 42
Community Center North	59 th Ave and Thunderbird Rd	\$ 55	\$ -	\$ -	\$ -
Foothills Library	57 th Ave and Union Hills Rd	\$ 1,155	\$ 12,750	\$ -	\$ 225
Glendale Municipal Office Complex & Parking Garage	59 th and Glendale Avenue	\$ 925	\$ 6,800	\$ 470	\$ 120
Glendale Community Center	54 th Ave and Ocotillo Rd	\$ 55	\$ 1,530	\$ -	\$ 27
Main Library (excludes xeriscape gardens)	59 th Ave and Brown St	\$ 550	\$ 3,500	\$ -	\$ 150
Main Public Safety Building (includes APS parking)	57 th Dr and Glendale Ave	\$ -	\$ -	\$ -	\$ -
Myrtle Ave Avenue Cultural	N/E Corner of Grand and Myrtle Ave Avenues.	\$ 165	\$ 1,700	\$ -	\$ 30



Price Sheet


 GLENDALE	City of Glendale Materials Management Solicitation Number: RFP 16-23 PARKS AND FACILITY LANDSCAPE MAINTENANCE	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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CITY FACILITIES	LOCATION	ADD ALT BI-ANNUAL SHRUB PRUNE	ADD ALT BI-ANNUAL TREE PRUNE	ADD ALT ANNUAL PALM TREE TRIM	ADD ALT ANNUAL LEAF REMOVE
Myrtle Ave Basin	N/E Corner of 65 th and Myrtle Ave Avenue <i>bid on Retention</i>	\$ -	\$ -	\$ -	\$ -
Operations Center	62 nd and Myrtle Ave Avenues	\$275	\$3400	\$ -	\$60
Park and Ride Parking Lot	Glendale and 99 th Avenues	\$2,200	\$15,000	\$ -	\$300
Prosecutors Office	57 th and Glendale Avenues	\$ -	\$200	\$ -	\$ -
Sine Building	58 th Dr and Glendale Ave	\$ -	\$200	\$ -	\$30
Civic Center, Fountain Terrace and Annex	57 th and Glenn Dr	\$300	\$3,500	\$ -	\$150
Foothills Recreation and Aquatic Center (FRAC)	5600 W. Union Hills Dr	\$1,650	\$10,370	\$ -	\$183

MAJOR PARKS	LOCATION	ADD ALT BI-ANNUAL SHRUB PRUNE	ADD ALT BI-ANNUAL TREE PRUNE	ADD ALT ANNUAL PALM TREE TRIM	ADD ALT ANNUAL LEAF REMOVE
Bonsall Park North	59 th Ave and Bethany Home Rd	\$275	\$5440	\$1255	\$75
Bonsall Park South	59 th Ave and Bethany Home Rd	\$ -	\$10,200	\$218	\$138
Brian Anderson Field	63 rd Ave and Frier Dr	\$ -	\$850	\$1064	\$12
Elsie McCarthy Sensory Garden	55 th and Orangewood Avenues	\$1,925	\$10,540	\$ -	\$143
Foothills Grounds / Parking Lots (includes Sports Complex)	57 th Ave and Union Hills Dr	\$3,950	\$38,250	\$ -	\$517
Grand Linear Canal	75th Ave and Camelback Road - N.W. to 83rd Ave and	\$6,875	\$29,750	\$ -	\$402
Grand Linear Canal	83 rd Ave to SR101	\$6,875	\$29,750	\$ -	\$402
Murphy & Amphitheater	59 th and Glendale Avenues	\$825	\$11,560	\$1013	\$157
Northern Horizon	63 rd and Northern Avenues	\$1,925	\$16,150	\$ -	\$219
O'Neil	64 th and Missouri Avenues	\$275	\$8,500	\$1,389	\$115
Paseo Racquet Center Grounds / Parking Lots (includes Sports Complex)	63 rd Ave and Thunderbird Rd	\$5,500	\$37,400	\$2,165	\$506
Rose Lane Aquatics Center	51 st and Marlette Avenues	\$1,375	\$4,250	\$1,870	\$58
Skunk Creek Linear	51 st Ave and Utopia Rd to 73 rd Ave and Greenway Rd	\$13,750	\$85,000	\$ -	\$1,150



Price Sheet

 GLENDALE	City of Glendale Materials Management Solicitation Number: RFP 16-23 PARKS AND FACILITY LANDSCAPE MAINTENANCE	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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MAJOR PARKS	LOCATION	ADD ALT BI-ANNUAL SHRUB PRUNE	ADD ALT BI-ANNUAL TREE PRUNE	ADD ALT ANNUAL PALM TREE TRIM	ADD ALT ANNUAL LEAF REMOVE
Thunderbird Paseo (improved areas only)	59th Ave @ ACDC 67th Ave @ ACDC	\$ 1,100	\$ 8,500	\$ 760	\$ 116
New River Trail	Bethany Home Road and Northern Avenue	\$ 3,000	\$ 34,000	\$ -	\$ 460

PARKS	LOCATION	ADD ALT BI-ANNUAL SHRUB PRUNE	ADD ALT BI-ANNUAL TREE PRUNE	ADD ALT ANNUAL PALM TREE TRIM	ADD ALT ANNUAL LEAF REMOVE
Acoma	53 rd Ave and Acoma Rd	\$ -	\$ 3,400	\$ 836	\$ 50
Arrowhead Lakes	57 th and Mohawk Avenues	\$ 765	\$ 7,650	\$ -	\$ 104
Bicentennial	71 st and Missouri Avenues	\$ 402	\$ 8,500	\$ -	\$ 115
Butler	57 th and Alice Avenues	\$ 1,210	\$ 5,270	\$ -	\$ 72
Carmel	52 nd Dr and Oraibi Ave	\$ 1,650	\$ 11,900	\$ -	\$ 161
Chapparal	57 th Ave and Greenbrier Dr	\$ -	\$ 10,200	\$ -	\$ 138
Cholla	53 rd Ave and Cholla St	\$ -	\$ 7,650	\$ -	\$ 104
Clavelito	53 rd Ave and Ocotillo Rd	\$ -	\$ 2,550	\$ -	\$ 35
Country Gables	52 nd Ave and Country Gables	\$ 30	\$ 6,800	\$ -	\$ 92
Delicias	48 th and Orangewood Avenues	\$ 358	\$ 6,800	\$ 76	\$ 92
Desert Gardens	69 th Ave and Ocotillo Road	\$ 1,018	\$ 6,800	\$ -	\$ 92
Desert Mirage	87 th and Maryland Avenues	\$ 275	\$ 7,310	\$ -	\$ 99
Desert Rose	63 rd and Kings Avenues	\$ 1,155	\$ 10,540	\$ -	\$ 143
Desert Valley	61 st and Sweetwater Avenues	\$ 1,650	\$ 9,350	\$ -	\$ 127
Discovery	79 th and Maryland Avenues	\$ 880	\$ 11,050	\$ -	\$ 150
Dos Lagos	63 rd Ave and Utopia Rd	\$ 660	\$ 14,660	\$ -	\$ 225
El Barrio	54 th Ave and Ocotillo Rd	\$ 83	\$ 340	\$ -	\$ 50
Gardenwood	53 rd & Orangewood Avenues	\$ 550	\$ 4,590	\$ -	\$ 75
Greenbrier	69 th and Greenbrier Avenues	\$ 605	\$ 11,050	\$ -	\$ 150
Greenway Granada	73 rd Ave and Greenway Rd	\$ 495	\$ 11,900	\$ -	\$ 161
Heritage	55 th Ave and Mountain View	\$ 110	\$ 6,120	\$ -	\$ 85
Hidden Meadows	76 th and St. John Avenues	\$ 2,200	\$ 18,700	\$ 1,102	\$ 253
Hillcrest (Includes crosswalk at North)	71 st Ave and Hillcrest Blvd	\$ 1,100	\$ 11,900	\$ -	\$ 161



Price Sheet




City of Glendale
Materials Management
Solicitation Number: RFP 16-23
PARKS AND FACILITY LANDSCAPE MAINTENANCE

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

PARKS	LOCATION	ADD ALT BI-ANNUAL SHRUB PRUNE	ADD ALT BI-ANNUAL TREE PRUNE	ADD ALT ANNUAL PALM TREE TRIM	ADD ALT ANNUAL LEAF REMOVE
Horizon	47 th and Diana Avenues	\$ -	\$6,970	\$ -	\$95
Kings	53 rd and Kings Avenues	\$ -	\$6,120	\$ -	\$83
Lawrence	62 nd Ave and Lawrence Rd	\$210	\$2,890	\$ -	\$40
Lions	63 rd Ave and Frier Dr	\$ -	\$2,880	\$584	\$40
Manistee Ranch	52 nd and Northern Avenues	\$550	\$3,140	\$3,240	\$50
Mary Silva	45 th and Marshall Avenues	\$ -	\$3,910	\$ -	\$52
Maryland Lakes	47 th and Maryland Avenues	\$275	\$7,310	\$ -	\$100
Memmingen (includes water treatment fence line)	49 th Ave and Cholla St	\$165	\$3,740	\$ -	\$50
Mission	47 th Ave and Sunnyslope Ln	\$ -	\$5,610	\$ -	\$75
Mondo	57 th Ave and Hatcher Rd	\$ -	\$11,900	\$ -	\$161
Montara	64 th Ln and Becker Ln	\$275	\$8,160	\$ -	\$110
Myrtle Ave	55 th and Myrtle Ave Avenues	\$275	\$1,190	\$ -	\$50
New World	48 th Dr and Golden Ln	\$ -	\$5,100	\$ -	\$70
Oasis	79 th Ave and Utopia Rd	\$495	\$12,750	\$ -	\$175
Ocotillo Rose	61st Ave and Kiem Rd	\$85	\$5,950	\$ -	\$80
Orangewood	72 nd and Orangewood Avenues	\$1,375	\$9,350	\$ -	\$127
Pasadena	87 th and Pasadena Avenues	\$330	\$7,650	\$ -	\$105
Paseo Neighborhood	14025 North 63 rd Ave	\$825	\$2,550	\$ -	\$50
Plaza Rosa	61 st and Maryland Avenues	\$ -	\$1,700	\$ -	\$50
Rose Lane	51 st and Marlette Avenues	\$ -	\$2,720	\$1,520	\$50
Rovey	47 th and Rovey Avenues	\$ -	\$1,020	\$ -	\$50
Sands	55 th and Orangewood Avenues	\$413	\$6,800	\$ -	\$92
Sierra Verde (includes south end walkway)	71 st Ave and Rose Garden Ln	\$940	\$11,050	\$ -	\$150
Sonorita (two sites)	59 th Ave and Market St	\$30	\$510	\$ -	\$50
Sunnyside	63 rd Ave and Cholla St	\$ -	\$8,840	\$ -	\$120
Sunset	45 th Ave and Mountain View	\$ -	\$4,420	\$ -	\$60
Sunset Palms	54 th and Sweetwater Avenues	\$ -	\$9,350	\$ -	\$127
Sunset Ridge	87 th and Missouri Avenues	\$1,100	\$9,350	\$ -	\$127
Sunset Vista	64 th Ave and Villa Rita Dr	\$1,100	\$12,750	\$ -	\$173



Price Sheet

 GLENDALE	City of Glendale Materials Management Solicitation Number: RFP 16-23 PARKS AND FACILITY LANDSCAPE MAINTENANCE	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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PARKS	LOCATION	ADD ALT BI-ANNUAL SHRUB PRUNE	ADD ALT BI-ANNUAL TREE PRUNE	ADD ALT ANNUAL PALM TREE TRIM	ADD ALT ANNUAL LEAF REMOVE
Sycamore Grove	87 th Ave & Emil Rovey Pkwy	\$ 1,375	\$ 22,100	\$ -	\$ 300
Tarrington Ranch	63 rd Ave and Butler Dr.	\$ 1,650	\$ 17,000	\$ -	\$ 230
Tierra Buena	57 th Ave and Tierra Buena Ln	\$ -	\$ 3,570	\$ -	\$ 50
Utopia	72 nd Ave and Utopia Rd	\$ 963	\$ 7,140	\$ -	\$ 100
Windsor	63 rd Ave and Windsor Blvd	\$ -	\$ 3,400	\$ -	\$ 50
Orangewood Vista Park	79 th and Orangewood Ave	\$ 75	\$ 3,060	\$ -	\$ 50

FIRE STATIONS	LOCATION	ADD ALT BI-ANNUAL SHRUB PRUNE	ADD ALT BI-ANNUAL TREE PRUNE	ADD ALT ANNUAL PALM TREE TRIM	ADD ALT ANNUAL LEAF REMOVE
Fire Station #151	6851 N 52 nd Ave	\$ 358	\$ 1,700	\$ 38	\$ 50
Fire Station #152	6850 W Bethany Home Rd	\$ 75	\$ 680	\$ 76	\$ 50
Fire Station #153	14061 N 59 th Ave	\$ 75	\$ 1,360	\$ -	\$ 50
Fire Station #154	4439 W Peoria Ave	\$ 155	\$ 1,700	\$ -	\$ 50
Fire Station #155	6255 W Union Hills Dr	\$ 363	\$ 5,610	\$ 152	\$ 165
Fire Station #156	6801 W Deer Valley Rd	\$ 1,650	\$ 5,610	\$ -	\$ 165
Fire Station #157	9658 N 59 th Ave	\$ 1,265	\$ 4,760	\$ -	\$ 140
Fire Station #158	83 rd Ave & Bethany Home Rd	\$ 1,210	\$ 12,240	\$ -	\$ 360
Fire Station #159	17159 N 63 rd Ave	\$ 907	\$ 5,950	\$ -	\$ 175

RETENTIONS	LOCATION	ADD ALT BI-ANNUAL SHRUB PRUNE	ADD ALT BI-ANNUAL TREE PRUNE	ADD ALT ANNUAL PALM TREE TRIM	ADD ALT ANNUAL LEAF REMOVE
Retention 56 / Peoria	56th / Peoria	\$ 138	\$ 3,230	\$	\$ 40
Retention 57 / Michigan	57 th Ave / Michigan	\$	\$ 2,490	\$	\$ 40
Retention 64 / Myrtle Ave	64 th / Myrtle Ave	\$ 150	\$ 5,780	\$	\$ 40
Retention 65 / Redfield	65 th / Redfield	\$	\$ 3,400	\$	\$ 40
Retention 67 / Mtn View	67 th / Mtn View	\$	\$ 2,040	\$	\$ 40
Retention 70 / Nicolet	70 th / Nicolet	\$	\$ 510	\$	\$ 40
Retention 77 / Northview	77 th / Northview	\$ 180	\$ 340	\$	\$ 40
Retention 71 / Maryland	71 st / Maryland	\$	\$ 1,870	\$	\$ 40
Retention 74 / Luke	74 th / Luke	\$	\$ 1,530	\$	\$ 40
Retention 74 / Medlock	74 th / Medlock	\$	\$ 1,360	\$ 304	\$ 40
Retention 76 / Missouri	76 th / Missouri	\$	\$ 3,400	\$	\$ 40
Retention 79 / Camelback	79 th / Camelback	\$	\$ 510	\$	\$ 40



Price Sheet

 GLENDALÉ	City of Glendale Materials Management Solicitation Number: RFP 16-23 PARKS AND FACILITY LANDSCAPE MAINTENANCE	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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RETENTIONS	LOCATION	ADD ALT BI-ANNUAL SHRUB PRUNE	ADD ALT BI-ANNUAL TREE PRUNE	ADD ALT ANNUAL PALM TREE TRIM	ADD ALT ANNUAL LEAF REMOVE
Retention 79 / Krall	79 th / Krall	\$ 420	\$ 2,210	\$ 228	\$ 40
Retention 79 / Market	79 th / Market	\$ 228	\$ 2,550	\$ 266	\$ 40
Retention 79 / Solano	79 th / Solano	\$	\$ 1,870	\$	\$ 40
Retention 81 / Georgia	81 st / Georgia	\$	\$ 680	\$	\$ 40
Retention 82 / Maryland	82 nd / Maryland	\$	\$ 1,360	\$	\$ 40
Retention 85 / Maryland	85 th / Maryland	\$	\$ 1,700	\$	\$ 40
Retention 90 / McLellan	90 th / McLellan	\$	\$ 4,590	\$	\$ 40
Retention 91 / Rose Lane	91 st / Rose Lane	\$ 120	\$ 1,530	\$	\$ 40

PREMIUM SITES	LOCATION	ADD ALT REEL MOWING
Murphy Park	59 th / Glendale	\$ 2,000
Civic Center and Annex	79 th / Solano	\$ 1,000
Elsie McCarthy	55th /Morton	\$ 800
Foothills Sports Complex	19070 N 57 th Ave	\$ 3,500
Paseo Sports Complex	6228 W Thunderbird Rd	\$ 5,000
Sahuaro Ranch Sports Complex	9895 N 63 rd Ave	\$ 10,875
Main Library	59 th Ave and Brown Street	\$ 1,300
Glendale Youth Sports Complex	6220 N 91 st Ave	\$ 20,570

PREMIUM SITES	LOCATION	Annual Rye Overseed
Murphy Park	59 th / Glendale	\$ 3,920
Civic Center and Annex	79 th / Solano	\$ 1,306
Elsie McCarthy	55th /Morton	\$ 650
Foothills Sports Complex	19070 N 57 th Ave	\$ 5,350
Paseo Sports Complex	6228 W Thunderbird Rd	\$ 7,500
Sahuaro Ranch Sports Complex	9895 N 63 rd Ave	\$ 7,600
Main Library	59 th Ave and Brown Street	\$ 2,600
Glendale Youth Sports Complex	6220 N 91 st Ave	\$ 18,000

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

Comply: YES NO

If your answer is NO, please state terms offered: 0% 30 days



Price Sheet



City of Glendale
Materials Management
Solicitation Number: RFP 16-23
PARKS AND FACILITY LANDSCAPE MAINTENANCE

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

8.0 EXTRA WORK RATES

8.1 Contractor must complete and return the line item price sheet for each category of extra work.

- Supervisor \$ 29.00 per hour
- General Laborer \$ 26.00 per hour (includes hand tools, power equipment, mowers)
- Operator \$ 120.00 per hour (includes front end loader, back hoe, dump truck, trencher, tractors, etc.)
- Certified Arborist or Tree Worker \$ 55.00 per hour (includes hand tools, power equipment)
- Overseeding \$ 900 per acre (includes materials, tools & power equipment, vehicles, and ground crews)
- Mowing \$ 37.00 per hour (includes all personnel, power equipment, vehicles)
- Complete Pruning \$ 80.00 per hour (includes tools & power equipment, vehicles, chipper/shredder, tree and ground crews)
- Shrub Maintenance, Replacement, Removal \$ 26.00 per hour (includes tools & power equipment, vehicles, chipper/shredder, tree and ground crews)
- Tree Maintenance, Replacement, Removal \$ 26.00 per hour (includes tools & power equipment, vehicles, chipper/shredder, tree and ground crews)
- One-time tree sucker removal from all trees \$ 8,900

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

Comply: YES NO

If your answer is NO, please state terms offered: 0%. 30 days



Legislation Description

File #: 17-174, Version: 1

AWARD OF RFP 17-09 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH COPPER STATE COMMUNICATIONS TO PROVIDE TELEPHONE SYSTEM MAINTENANCE, HARDWARE, SOFTWARE AND SUPPORT

Staff Contact: Steve O’Ney, Deputy Chief Information Officer, Innovation and Technology

Purpose and Recommended Action

This is a request for Council to award RFP 17-09 for the Telephone System Maintenance Provider to Copper State Communications, for a term commencing upon approval of this agreement, and ending on June 30, 2018, and to authorize the City Manager, at their discretion, to renew the agreement for four additional one year periods, until June 30, 2022. This request also includes approval of expenditure authority in an amount not to exceed \$2,100,000 over the life of the agreement. Copper State will provide the city with annual Telephone system maintenance, as well as hardware, software, and support.

Background

Copper State Communications has been the provider of telephone equipment, maintenance and services for the City of Glendale since the award of RFP 12-28 in 2012. The City’s enterprise phone system (EPS) is currently a hybrid of two primary phone systems: Nortel and ShoreTel. Avaya acquired Nortel in 2009 and subsequently made the decision to phase out and discontinue support of Nortel’s equipment beginning in 2014. Avaya announced in 2017 that it would file for Chapter 11 protection. The city needed to identify a path forward that would work within budgetary and technical constraints. After review and testing of available options, ShoreTel was selected as the preferred technology and the city utilized Copper State Communications as the sourcing and implementation vendor.

Analysis

Copper State Communications re-bid during the RFP process in early 2017, and through that, was chosen as the city’s preferred vendor for telephone system maintenance. Copper State has provided the city with outstanding customer service, timely hardware maintenance, software support, planning and innovation for future projects, and has been an integral part of the city’s transition to a ShoreTel modern digital phone system.

In addition to providing services, Copper State will be implementing a one-time project to replace the city’s outdated Cisco Call Center Manager with a new ShoreTel ECC call center solution. The current Cisco Call Center needs to be upgraded or replaced. Staff used this opportunity to investigate the functionality and benefits of the ShoreTel ECC call center versus upgrading the current Cisco call center system. The ShoreTel ECC call center provides more functionality to include user configuration, call recording, reporting, and automation features. The ShoreTel ECC call center solution will be delivered as a documented Payment Card

Industry (PCI) compliant system, as opposed to the CISCO solution which is not PCI compliant as delivered. Migrating to ShoreTel allows a consolidation of maintenance support into a single vendor which reduces support issues associated with integrating dissimilar systems.

Previous Related Council Action

On 06/26/2012, City Council awarded the RFP for the City’s telephone system maintenance to Copper State Communication (C-8103).

On 12/18/2014, City Council approved an increase in spending with Copper State by \$744,020 over the remaining two years of the agreement.

Community Benefit/Public Involvement

To provide comprehensive maintenance and a single solution telephone, call center, Integrated Voice Response (IVR) and voice mail system that has modern features and future scalability to manage telephone calls placed to and from the city.

Budget and Financial Impacts

The amount budgeted in the Telephone Fund will fluctuate based on annual budget capacity and replacement needs. It is estimated to be approximately \$370,000 per year for annual maintenance, hardware, software, and support, but will not exceed \$1,850,000 over the life of the agreement.

Additionally, Copper State has been chosen to replace the city’s call center. This one-time project will incur an approximate cost of \$250,000. The \$250,000 will be funded by the Technology Projects Fund (\$68,000) and Water Services (\$182,000).

Cost	Fund-Department-Account
\$1,850,000	2591-18400-516400 - Telephone Fund
\$68,000	2592-18500-522700 - Technology Projects
\$182,000	2360-17020-518200 - Customer Service Office

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**AGREEMENT FOR
Telephone System Maintenance Provider
City of Glendale Solicitation No. 17-09**

This Agreement for Telephone System Maintenance Provider ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Copper State Communications, an Arizona corporation, authorized to do business in Arizona, (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. 17-09 (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.

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. Contractor will not use any sub-contractors to perform the Work required by this Agreement. Use of subcontractors without the prior, written consent and authorization of the City is prohibited and such use shall be considered a breach of this Agreement. The City may terminate this Agreement immediately if such a breach occurs.

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 will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Contractor warrants that it has not 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 of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor 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 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 will not exceed **\$2,100,000 (two million and one hundred thousand dollars)**, 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
 - (2) Unconditional waivers and releases on final payment from Contractor 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 Section 5 of this Agreement.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

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

8. Insurance.

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

- a. Contractor must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

- b. General Liability.
- (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate for each property damage and contractual property damage.
 - (2) 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.
 - (3) 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 covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
- (1) Cancellation or termination of Contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor's Policies; and
 - (3) Any other material modification of Contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
- (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor's Policies, which will confirm the existence or issuance of Contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of 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's Policies, or to examine Contractor's Policies, or to inform 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's Policies as required will constitute a material breach of this Agreement.
- g. Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

- (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Indemnification.

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

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrants its compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor warrants it will keep its papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

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

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

12. **Notices.**

- 12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); 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.

12.2 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:

Copper State Communications
 c/o Joe Radetich
 2820 N 36th Avenue
 Phoenix, AZ 85009
 602-455-3212
 jradetich@copper-state.com

- 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 Connie Schneider
 5850 W Glendale Ave, Suite 317
 Glendale, Arizona 85301
 623-930-2768
 CSchneider@glendaleaz.com

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.

13. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.
14. **Entire Agreement; Survival; Counterparts; Signatures.**
- 14.1 **Integration.** This Agreement contains, except as stated below, the entire agreement between City and 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.
- 14.2 **Interpretation.**
- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
 - b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
 - c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.
- 14.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 14.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 14.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 14.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
15. **Term.** The term of this Agreement commences upon the Effective Date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) 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 thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
16. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's

EXHIBIT A

Telephone System Maintenance Provider

PROJECT

The specific types of services provided under this Agreement are specifically stated in Exhibit A - RFP 17-09 Telephone System Maintenance Provider (which is attached and specifically incorporated into this Exhibit A) and shall include telephone sales, support, maintenance, upgrades, enhancements, project management, training and other functions related to maintaining and expanding the citywide telephone and telephone related services.

SIMPLY BUSINESS SOLUTIONS

City of Glendale
5850 W. Glendale
Glendale, AZ 85301

RFP 17-09 for
Telephone System Maintenance
Due February 14, 2017 2:00pm



RFP Response by:



Joe Radetich
Account Executive
jradetich@copper-state.com
602-455-3212

2/14/2017



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Tab 1

2.3.1 Cover Sheet



Tuesday, February 14, 2017

Ms. Connie Schneider
City of Glendale
5850 W. Glendale Ave.
Glendale, AZ 85301

Dear Ms. Schneider

Copper State Communications "CSC" appreciates the opportunity to provide the City of Glendale with a response to your RFP 17-09 for the maintenance and support for your Nortel / ShoreTel PBX telephone systems.

We have read the RFP and have provided a professional and comprehensive response. All sections of the RFP have been acknowledged as Understood and Agreed or with a detailed response to the information request.

CSC has been a Telephone System installation and support vendor for the past 35 years. Our local Phoenix office is within 5 miles of the main DPS site on 57th Drive in Glendale. Over the past 20 years, CSC has acquired an in-depth knowledge of the communications needs, designs and understanding of the cities voice network. Being a private corporation, the city is always handled in a professional and high priority manner, not just another account amount thousands. All of our support staff are local to Phoenix and the surrounding Valley cities. Within this proposal we have provided the training and certifications that Copper State has invested in our staff.

After further review of our proposal you will see that we are committed to providing the City of Glendale with sales and technical support with highly knowledgeable engineering and technical staff within a phone call away. We have also made an effort to provide the city with competitive pricing and finding ways to reduce your operational costs.

Should you have any questions or need any further clarifications I will be your point of contact.

We look forward to the opportunity to continue working with the City of Glendale in supporting your city wide voice communications systems. Should you have any questions please feel free to contact me at (602) 455-3212 or jradetich@copper-state.com. Thank You.

Regards

Joe Radetich

Major Account Executive
jradetich@copper-state.com




FLAGSTAFF
1156 W. KAIBAB LN.
FLAGSTAFF, AZ 86001
P 928.774.8733 | F 928.773.7501

PHOENIX
2820 N. 38TH AVE.
PHOENIX, AZ 85008
P 520.272.2800 | F 520.272.2820

TUCSON
1919 S. COUNTRY CLUB RD.
TUCSON, AZ 85713
P 520.795.1877 | F 520.795.6084



Tab 2

2.3.2 Offer Sheet 4.0

 <p>GLENDALÉ</p>	<p align="center">City of Glendale Procurement Solicitation Number: RFP 17-09 Telephone System Maintenance Provider</p>	<p align="center">CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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4.0 OFFER SHEET

4.1 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.

 _____ Authorized Signature	_____ Copper State Communications Company's Legal Name
Bryan Simmons _____ Printed Name	2820 N. 36th Avenue _____ Address
Customer Solutions Sales Director _____ Title	Phoenix, AZ 85009 _____ City, State & Zip Code
(602) 272-2800 _____ Telephone Number	(602) 272-2828 _____ FAX Number
 _____ Authorized Signature	February 9, 2017 _____ Date
bsimmons@copper-state.com _____ Email Address	

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

Joe Radetich _____ Contact Name	(602) 455-3212 _____ Phone Number	(602) 272-2828 _____ Fax Number
jradetich@copper-state.com _____ Email Address		

FEDERAL TAXPAYER ID NUMBER: 86-0434458

Arizona Sales Tax No. 10083604-P Tax Rate 8.6%

Offeror certifies it is a: Proprietorship Partnership Corporation

Minority or woman owned business: Yes No



CITY OF GLENDALE PROCUREMENT DEPARTMENT REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 17-09

DESCRIPTION: TELEPHONE SYSTEM MAINTENANCE PROVIDER

PUBLISHED DATE: January 5, 2017

OFFER DUE DATE AND TIME: February 9, 2017, 2:00 P.M. Local Time

PRE-OFFER CONFERENCE: January 17, 2017 AT 2:00 PM
The pre-offer conference will be held at city of Glendale, 5850 W. Glendale Avenue– Municipal Building, Third Floor, Conference Room 3A, Glendale, AZ 85301
Attendance is not required.

SUBMITTAL LOCATION: City of Glendale
Procurement
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Proposals must be in the actual possession of Procurement on or prior to the time and date, and at the location indicated. Procurement is located on the third (3rd) floor of the Glendale Municipal Office Complex (City Hall) in the Engineering Department. Proposals are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All proposals will be received and time/date stamped at the Engineering Department's window. Late proposals will not be considered.


Proposals must be submitted in a sealed envelope with the Solicitation Name and Number and the Offeror's name and address clearly indicated on the envelope. See Paragraph 2.3 for additional instructions for preparing an offer.

Proposals shall be opened publicly at the time, place and location designated on this page. Only the name of each Offeror shall be publicly read and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Offerors.


OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:

Connie Schneider, C.P.M.
Procurement – Budget & Finance Department
623-930-2868
CSchneider@glendaleaz.com

	City of Glendale Procurement Solicitation Number: RFP 17-09 Telephone System Maintenance Provider	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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1.0 SPECIFICATIONS

1.1 INTRODUCTION

The City of Glendale (City) invites responses from qualified Value-Added Reseller(s) (VAR(s)) to provide telephone maintenance and support services, for the City's physical, virtual, analog and digital telephone systems. These City-owned systems are installed within the City limits of Glendale. A detailed list of the equipment, the locations of the equipment, and current configurations can be found in the attached Appendix A.

The specific types of services requested for the solicitation include telephone sales, support, maintenance, upgrades, enhancements, project management, training and other functions related to maintaining and expanding the citywide telephone and telephone related services.

1.2 CURRENT ENVIRONMENT

1.2.1 The City currently has one or more of the following Avaya/Nortel hardware devices in use:

- CS1000MMG, a CS1000MSG, a CS1000M, an Option 11C;
- Signaling Server Opt-11
- The CS1000MMG & CS1000MSG are monitored remotely on a 7x24X365 basis with any notifications sent to the maintenance VAR.
- Mini Carrier Remote;
- Fiber Remote; BCM400; BCM200;
- Norstar MODICS; and
- Norstar 616's.


1.2.2 The City also has installed the following ShoreTel systems:

- Virtual ShoreTel HQ server;
- Virtual DVS voicemail servers;
- Virtual vSwitch servers;
- ECC platform;
- Virtual Conference Bridge, ShoreGear 220T1K's, SGT1K's, SG90's and SG50's.

1.2.3 All virtual servers are homed in a VMWare five (5) node ESXI 6.0 cluster.

1.2.4 Handsets currently in use at the City:

- Nortel Systems: M2000 series, M3900 series, IP2000 series, IP1140 series, M7000 series, T7000 series, M2250 and Teleconnect PC Consoles.

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- ShoreTel systems: IP655's, IP420's, IP480's, IP 265's, IP230's, IP 212's and ShoreTel Communicator with a professional License. The city has standardized on IP 420 and IP480 ShoreTel handsets.
- Other analog model handsets consist of single line analog desk and wall phones, outdoor panel phones and Panasonic 2-line analog desk phones. There are approximately 2200 phone sets, 798 of these are ShoreTel models.

1.2.5 The City currently purchases new telecommunications components, services, and support via the Mohave Educational Services Cooperative (MESCC), Arizona State Services Contract, the current VAR contract, or through a 3-quote selection process.


(See Appendix A for a current list of hardware)

1.3 SCOPE OF SERVICES

- 1.3.1** VAR shall provide cost for equipment maintenance, services and software updates/patching for all existing telephone related hardware.
- 1.3.2** Maintenance shall include the replacement of defective component(s) to include all parts, labor, technical support and travel charges
- 1.3.3** The successful VAR will also be called upon to provide consultation, recommendations, quotation, sales and installation for AMC/MAC activity to include day-to-day projects and periodic system upgrades in addition to consultation, design, quotation and installation of new systems as needed.
- 1.3.4** VAR shall have proven experience engineering and installing new Voice over IP (VoIP) systems as well as other Avaya/Nortel and ShoreTel integrated services and applications as the City continues to expand its converged voice and data network.
- 1.3.5** The City is currently in the third year of a multi-year project to replace all of the Nortel hardware with ShoreTel. VAR shall provide design, engineering, project management, sales, implementation and support for this project. This new maintenance contract does not include the cost of the ShoreTel replacement; however, the project will use the pricing in this contract to complete the conversion to ShoreTel.

1.4 BUSINESS OPERATION

- 1.4.1** The City prefers that the successful VAR be a local Phoenix metropolitan business operation and is an authorized Avaya and ShoreTel distributor and service provider for a minimum of ten (10) years.
- 1.4.2** Technicians counted in support of this contract must be full-time employees of the VAR working on systems in the Phoenix metropolitan area and NOT technicians performing their primary duties outside this area.

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1.4.3 Subcontractor labor shall not to be utilized in support of this contract.

1.5 LOCATION / SERVICE

- 1.5.1 VAR shall have a fully stocked, local support facility located within the Phoenix metropolitan area.
- 1.5.2 VAR facility shall be the primary dispatch location for all support personnel responsible for service at any City site.
- 1.5.3 VAR facility shall stock enough hardware to restore City voice communication services as stated in the "Service Requirements".
- 1.5.4 VAR's sales facility is preferred to be located within the Phoenix metropolitan area.
- 1.5.5 VAR personnel supporting the scope of this contract must be full-time employees of the VAR and perform their duties primarily in the Phoenix metropolitan area.
- 1.5.6 VAR employees assigned to this contract must pass and maintain a valid background check administered by the Glendale Police Department. Any variation or change in the background check must be reported to the City immediately.

1.6 SERVICE REQUIREMENTS


- 1.6.1 VAR shall provide parts, labor and materials to maintain the City's telephone equipment in compliance with manufacturer service specifications.
- 1.6.2 All replacement parts shall be new or of like, kind & quality of the parts replaced.
- 1.6.3 All labor and services shall be performed in a professional manner, utilizing City employee standards and in accordance with city building standards and building codes and with recognized and acceptable industry standards.

1.7 SERVICE LEVEL REQUIREMENTS

1.7.1 Service levels fall in to three categories:

1.7.1.1 Level 1 (Major) Service Outage:

- a. Any attendant console or call center queue in the PBX cannot place or receive calls.
- b. Anything considered critical to public safety/public utility facilities.
- c. A minimum of twenty (20) percent of all telephone ports at a department/building site cannot place or receive calls during department "open" hours. (Libraries and Dial-a-Ride are open for business on the weekends)
- d. A minimum of twenty (20) percent of all trunks at a department/building site are inoperative during department "open"

	<p>City of Glendale Procurement Solicitation Number: RFP 17-09 Telephone System Maintenance Provider</p>	<p>CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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hours. (Libraries and Dial-a-Ride are open for business on the weekends)

- e. A T1 span or SIP sessions in the PBX are inoperative;
- f. An Avaya or ShoreTel designated major attached application process, such as voicemail, conference bridge, Etc..... cannot send, receive, or retrieve information.

1.7.1.2 Level 2 (Minor) Service Outage:

- a. Maintenance support services for a situation other than those included in the definition of Level 1 Major Service Outage. Minor corrective action can be performed from 8:00am to 5:00pm Monday – Friday, and would not be considered critical to Public Safety or Utility Operations, but requires correction within 8 business hours.

1.7.1.3 Level 3 (Other) Service Outage:


- a. Maintenance support services for a situation where service needs to be scheduled due to unmanned or secure locations

Outage Level	Response Time	Service Days / Hours	Resolution Period
Level 1	Within thirty (30) minutes from problem report	24X7X365	Up to four (4) hours
Level 2	Within two (2) hours from problem report	Monday-Friday 8:00am – 5:00pm MST	Up to four (8) hours
Level 3	Within four (4) hours from problem report		As scheduled

1.7.2 Remote access will be granted to the successful VAR and a combination of remote access and communication with the reporting city entity would be considered a response. Please refer to Section 1.6.1 for details on Major and Minor Service Outages.

1.7.3 VAR shall install all manufacturer supplied mandatory software updates/patches, this includes Microsoft Windows patches if needed as part of this contract


1.7.4 VAR shall provide at least one (1) preventive maintenance service call annually to all sites listed in the attachment that will validate current revision levels of all components, ensure that all mandatory software updates/patches have been applied and ensure hardware is functional.

 <p>GLENDALÉ</p>	<p>City of Glendale Procurement Solicitation Number: RFP 17-09 Telephone System Maintenance Provider</p>	<p>CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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1.7.5 VAR shall provide remote monitoring of alarms to the Nortel hardware located at the Public Safety Building (PSB) (CS1000MMG) and at the Glendale Regional Public Safety Training Center (GRPSTC) (CS1000MSG)


AGREEMENT FOR
Telephone System Maintenance Provider
City of Glendale Solicitation No. 17-09
EXHIBIT A

PAGES 8 – 14
INTENTIONALLY REMOVED

	City of Glendale Procurement Solicitation Number: RFP 17-09 Telephone System Maintenance Provider	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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3.0 SPECIAL TERMS AND CONDITIONS

- 3.1 TERM OF AGREEMENT** The initial term of the contract shall be one (1) year upon approval by the City Council.
- 3.2 OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement four (4) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City's Procurement Department of the City's intention to extend the contract period at least sixty (60) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.
- 3.3 PRICE AND PRICE ADJUSTMENTS** All prices quoted shall be firm and fixed for the initial contract period. Contractor shall submit a request for a rate increase a minimum of sixty (60) days prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.
- 3.4 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments or exhibits. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Procurement Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.
- 3.5 INSURANCE** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.
- 3.5.1 MINIMUM SCOPE AND LIMIT OF INSURANCE**
Coverage shall be at least as broad as:
- 3.5.1.1 Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

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3.5.1.2 Automobile Liability: Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3.5.1.3 Workers' Compensation: as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.


Primary Coverage For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by the Contract Administrator and approved by the City before work commences. **DO NOT SEND CERTIFICATES TO RISK MANAGEMENT.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require

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complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.


Special Risks or Circumstances City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. If the policy provided is on a claims-made basis, the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for **at least two (2) years after completion of the contract work**. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of two (2) years after the completion of contract work.

3.6 INDEMNIFICATION CLAUSE:

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, employees and volunteers (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 City of Glendale, its officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the City of Glendale.

- 3.7 CONFLICT OF INTEREST** Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor's employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or

	City of Glendale Procurement Solicitation Number: RFP 17-09 Telephone System Maintenance Provider	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor's personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-501 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

"Employee" means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.


"Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

3.8 ESTIMATED QUANTITIES The Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.

3.9 COOPERATIVE USE OF CONTRACT This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link:
<http://www.maricopa.gov/procurement/Pubdocuments/SAVE-members.pdf>

3.10 PUBLIC RECORD Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and

	City of Glendale Procurement Solicitation Number: RFP 17-09 Telephone System Maintenance Provider	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Procurement Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents. Price is not confidential and will not be withheld.

3.11 PERMITS AND LICENSES The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

3.12 CERTIFICATION By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal, or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

3.13 KEY PERSONNEL Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel.

	City of Glendale Procurement Solicitation Number: RFP 17-09 Telephone System Maintenance Provider	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Procurement staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet. In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

- 3.14 ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to add additional products or services to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.
- 3.15 NON-DISCRIMINATION** By submitting this Offer, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
- 3.16 EMPLOYEE NON-SOLICITATION.** Neither City nor Contractor 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 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.


**AGREEMENT FOR
Telephone System Maintenance Provider
City of Glendale Solicitation No. 17-09
EXHIBIT A**

**PAGES 21 – 27
INTENTIONALLY REMOVED**

Tab 3

2.3.3 Price Sheet

Section 5.0

 <p>GLENDALE</p>	<p>City of Glendale Procurement SOLICITATION ADDENDUM #2 Solicitation Number: RFP 17-09 Telephone System Maintenance Provider Solicitation Due Date: February 14, 2017, 2:00 p.m. (Local Time)</p>	<p>CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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5.0 PRICE SHEET

The returned proposal must state your hourly service call rates for onsite and remote moves, adds, and changes (MAC) within normal business hours. All pricing shall include, but is not limited to, labor, equipment, tools, materials, supplies, and any other associated direct or indirect costs. This pricing should not exceed any other labor rates currently offered on any other Arizona government purchase contracts.

SERVICES		TOTAL ESTIMATED ANNUAL COST		
	Provide Initial One (1) year for Move, Add, and Change (MAC) Cost for estimated hours (a – d and f).	Total (a through d and f) multiplied by the City estimated number of annual hours)	(ON SITE) X * Y =	\$ 42,275.00
			(REMOTE) X * Z =	\$ 42,275.00
Item #	Services	City estimated number of annual hours per Service (X)	Hourly Rate Per Service (On Site) (Y)	Hourly Rate Per Service (Remote) (Z)
a.	Moves, Adds and Changes (MAC)	160 hours	\$ 95.00	\$ 95.00
b.	Normal Business Hours (8-5, M-F)	200 hours	\$ 95.00	\$ 95.00
c.	Overtime (Evening and Weekends)	30 hours	\$ 142.50	\$ 142.50
d.	Holidays	20 hours	\$ 190.00	\$ 190.00
e.	Minimum Charge	N/A	\$ 95.00	47.50 per 1/2 \$Hr.
	Services	City est. of annual number of hours per Service	Hourly Rate Per Service (On Site)	Hourly Rate Per Service (Remote)
f.	Trip Charge	20 hours	\$ 0.00	\$ 0.00
g.	Project Manager	N/A	\$ 95.00	\$ 95.00
h.	Trainer	N/A	\$ 80.00	\$ 80.00
i.	Consultation/Engineering/Design	N/A	\$ 0.00	\$ 0.00

Tab 4

2.3.4 Addendum 1&2

	SOLICITATION ADDENDUM	CITY OF GLENDALE Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-2865
	Solicitation Number: RFP 17-09 Addendum #1 Page 1 of 16 Solicitation Due Date: February 9, 2017, 2:00 p.m. (Local Time)	

RFP 17-09**TELEPHONE SYSTEM MAINTENANCE PROVIDER**

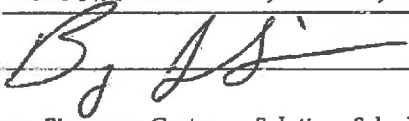
As a result of the pre-offer conference held on Tuesday, January 17, 2016, the following documents are provided to Offeror's for informational purposes only to Request for Proposals No. 17-09:

1. **A – City of Glendale Assets**
2. **B – City of Glendale Locations**
3. **C – Nortel City Telephone Network Diagram**
4. **D – Shoretel Citywide Drawing**

The specifications and instructions remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.

Name of Company: Copper State Communications

Address: 2820 N. 36th Avenue, Phoenix, AZ 85009

Authorized Signature: 

Print Name and title: Bryan Simmons, Customer Solutions Sales Director

A - City of Glendale Assets

Asset Name	SKU Number	Serial Number	Ship Date	Quantity	Short Name	Account Name
IP PHONE, IP480 - PO#: ZDL8RD- From POS	10496		5/28/2015	8	IP Phone IP 480	City of Glendale - DOWNTOWN PUBLIC SAFETY
IP PHONE, IP420 - PO#: ZDL8RD- From POS	10495		5/28/2015	23	IP Phone IP 420. Requires ST 14 or later.	City of Glendale - DOWNTOWN PUBLIC SAFETY
VOICE SWITCH, SG220T1 MADE IN USA - PO#: ZDLN38- From POS	10261	ST1F14383CF5A1	6/2/2015	1	Voice Switch SG-220T1	City of Glendale - DOWNTOWN PUBLIC SAFETY
LICENSE, PERSONAL ACCESS - PO#: ZDL8RV	40005		5/28/2015	31	Personal Access License	City of Glendale - DOWNTOWN PUBLIC SAFETY
LICENSE, ADDITIONAL SITE - PO#: ZDL8RV	30044		5/28/2015	1	Additional Site License	City of Glendale - DOWNTOWN PUBLIC SAFETY
LICENSE, PERSONAL ACCESS - PO#: ZDL8RV	40005		5/28/2015	45	Personal Access License	City of Glendale - DOWNTOWN PUBLIC SAFETY
VOICE SWITCH, SG90 MADE IN USA - PO#: ZDL8RD- From POS	10260	S90F15123D22EE	5/28/2015	1	Voice Switch SG-90	City of Glendale - DOWNTOWN PUBLIC SAFETY
LICENSE, EXTENSION ONLY - PO#: 4600259082	30039		7/19/2016	4	Extension-only license	City of Glendale - DOWNTOWN PUBLIC SAFETY
LICENSE, PERSONAL ACCESS - PO#: 4600259082	40005		7/19/2016	4	Personal Access License	City of Glendale - DOWNTOWN PUBLIC SAFETY
LICENSE, PERSONAL ACCESS - PO#: 4600333883	40005		10/28/2016	75	Personal Access License	City of Glendale - DOWNTOWN PUBLIC SAFETY
LICENSE, WEB CONFERENCING 10 PORTS - PO#: 4600329518	30093		10/24/2016	10	Concurrent Web Conferencing Ports	City of Glendale - DOWNTOWN PUBLIC SAFETY
LICENSE, EXTENSION ONLY - PO#: 4600325438	30039		10/17/2016	18	Extension-only license	City of Glendale - DOWNTOWN PUBLIC SAFETY
IP PHONE, IP420 - PO#: 11653897- From POS	10495		10/27/2016	65	IP Phone IP 420. Requires ST 14 or later.	City of Glendale - DOWNTOWN PUBLIC SAFETY
IP PHONE, IP480 - PO#: 11653897- From POS	10496		10/27/2016	9	IP Phone IP 480	City of Glendale - DOWNTOWN PUBLIC SAFETY
LICENSE, EXTENSION ONLY - PO#: 4600333883	30039		10/28/2016	75	Extension-only license	City of Glendale - DOWNTOWN PUBLIC SAFETY
IP PHONE, IP420 - PO#: 11613127- From POS	10495		10/14/2016	18	IP Phone IP 420. Requires ST 14 or later.	City of Glendale - DOWNTOWN PUBLIC SAFETY
LICENSE, PERSONAL ACCESS - PO#: 4600325438	40005		10/17/2016	18	Personal Access License	City of Glendale - DOWNTOWN PUBLIC SAFETY
VOICE SWITCH, SG90 MADE IN USA - PO#: 11653897- From POS	10260	S90F162749D740	10/27/2016	1	Voice Switch SG-90	City of Glendale - DOWNTOWN PUBLIC SAFETY

A - City of Glendale Assets

LICENSE, AUDIO CONFERENCING 10 PORTS - PO#: 4600329518	30091		10/24/2016	10 Concurrent Audio Conferencing Ports	City of Glendale - Downtown Public Safety
VOICE SWITCH, SG90 MADE IN USA - PO#: 11532635- From POS	10260	S90F161349C048	9/22/2016	1 Voice Switch SG-90	City of Glendale - Downtown Public Safety
IP PHONE, IP420 - PO#: 11532635- From POS	10495		9/22/2016	IP Phone IP 420. Requires ST 14 29 or later.	City of Glendale - Downtown Public Safety
IP PHONE, IP420 - PO#: 11532635- From POS	10495		9/22/2016	IP Phone IP 420. Requires ST 14 17 or later.	City of Glendale - Downtown Public Safety
IP PHONE, IP480 - PO#: 11532587- From POS	10496		9/21/2016	8 IP Phone IP 480	City of Glendale - Downtown Public Safety
STARTER KIT, IP930D NA - PO#: 11532635- From POS	10384		9/22/2016	IP 930D DECT Starter Kit (Base and Handset) for US / Canada / Mexico. Requires ST 14 or later.	City of Glendale - Downtown Public Safety
LICENSE, EXTENSION ONLY - PO#: 4600308703	30039		9/23/2016	21 Extension-only license	City of Glendale - Downtown Public Safety
HANDSET, IP930D (SPARE) - PO#: 11532635- From POS	10389		9/22/2016	IP 930D DECT Phone Add-on 2 Handset	City of Glendale - Downtown Public Safety
LICENSE, PERSONAL ACCESS - PO#: 4600308703	40005		9/23/2016	21 Personal Access License	City of Glendale - Downtown Public Safety
LICENSE, PERSONAL ACCESS - PO#: 4600309589	40005		9/26/2016	49 Personal Access License	City of Glendale - Downtown Public Safety
LICENSE, EXTENSION ONLY - PO#: 4600309589	30039		9/26/2016	49 Extension-only license	City of Glendale - Downtown Public Safety
IP PHONE, IP420 - PO#: 11532587- From POS	10495		9/21/2016	IP Phone IP 420. Requires ST 14 13 or later.	City of Glendale - Downtown Public Safety
VOICE SWITCH, SG220T1 MADE IN USA - PO#: 10382362- From POS	10261	ST1F14503D00CD8	10/1/2015	1 Voice Switch SG-220T1	City of Glendale - Downtown Public Safety
VOICE SWITCH, SGT1K MADE IN USA - PO#: 10382362- From POS	10322	T1KF15193D2FDB	10/1/2015	1 Voice Switch SG-T1k	City of Glendale - Downtown Public Safety
VOICE SWITCH, SGT1K MADE IN USA - PO#: 10382362- From POS	10322	T1KF15103D1F6A	10/1/2015	1 Voice Switch SG-T1k	City of Glendale - Downtown Public Safety
VOICE SWITCH, SGT1K MADE IN USA - PO#: 10382362- From POS	10322	T1KF15193D2FE4	10/1/2015	1 Voice Switch SG-T1k	City of Glendale - Downtown Public Safety

A - City of Glendale Assets

VOICE SWITCH, SGT1K MADE IN USA - PO#: 10382362- From POS	10322	T11KF15193D2FE8	10/1/2015	1 Voice Switch SG-T1k	City of Glendale - Downtown Public Safety
IP PHONE, BB24 BLK - PO#:	10175		7/20/2012	1 IP Phone BB24 - Black	City of Glendale - Downtown Public Safety
3006524- From POS					
IP PHONE, IP212K BLK - PO#:	10198		5/17/2012	12 IP Phone IP 212k - Black	City of Glendale - Downtown Public Safety
Z81Q6K - POS					
IP PHONE, IP230 BLK - PO#:	10196		7/20/2012	3 IP Phone IP 230 - Black	City of Glendale - Downtown Public Safety
3006524- From POS					
IP PHONE, IP230 BLK - PO#:	10196		7/25/2013	2 IP Phone IP 230 - Black	City of Glendale - Downtown Public Safety
3008324- From POS					
VOICE SWITCH, SG50 MADE IN USA - PO#: Z808CV - POS	10259	SS0F115023396E	5/7/2012	1 Voice Switch SG-50	City of Glendale - Downtown Public Safety
LICENSE, EXTENSION & MAILBOX - PO#: Z9SSWM	30035		7/25/2013	10 Extension & Mailbox license	City of Glendale - Downtown Public Safety
LICENSE, ADDITIONAL SITE - PO#:					
Z808DF	30044		5/8/2012	1 Additional Site License	City of Glendale - Downtown Public Safety
LICENSE, PERSONAL ACCESS - PO#:					
Z83PCF	40005		6/6/2012	8 Personal Access License	City of Glendale - Downtown Public Safety
LICENSE, PERSONAL ACCESS - PO#:					
Z81PK9	40005		9/24/2013	8 Personal Access License	City of Glendale - Downtown Public Safety
LICENSE, PERSONAL ACCESS - PO#:					
Z9SSWM	40005		7/25/2013	7 Personal Access License	City of Glendale - Downtown Public Safety
LICENSE, PERSONAL ACCESS - PO#:					
Z808DF	40005		5/8/2012	12 Personal Access License	City of Glendale - Downtown Public Safety
IP PHONE, IP480 - PO#: ZC0HP4- From POS	10496		5/26/2014	2 IP Phone IP 480	City of Glendale - Downtown Public Safety
IP PHONE, IP480 - PO#: ZBVWJ2- From POS	10496		4/24/2014	5 IP Phone IP 480	City of Glendale - Downtown Public Safety
LICENSE, EXTENSION & MAILBOX - PO#: ZC0HPR	30035		5/27/2014	2 Extension & Mailbox license	City of Glendale - Downtown Public Safety
CUSTOM REPORTS - PO#: ZB8SSF	93080		12/5/2013	1	City of Glendale - Downtown Public Safety
CUSTOM REPORTS - PO#: ZB8SSF	93080		12/5/2013	1	City of Glendale - Downtown Public Safety
LICENSE, PERSONAL ACCESS - PO#:					
ZC0HPR	40005		5/27/2014	2 Personal Access License	City of Glendale - Downtown Public Safety
LICENSE, EXTENSION ONLY - PO#:					
ZD1N5D	30039		1/27/2015	44 Extension-only license	City of Glendale - Downtown Public Safety

A - City of Glendale Assets

IP PHONE, IP230 BLK - PO#: Z83PBL - POS	10196	2 IP Phone IP 230 - Black	6/5/2012	City of Glendale - Downtown Public Safety
IP PHONE, IP230 BLK - PO#: Z83PBL - POS	10196	12 IP Phone IP 230 - Black	6/5/2012	City of Glendale - Downtown Public Safety
IP PHONE, IP230 BLK - PO#: Z808CV - POS	10196	12 IP Phone IP 230 - Black	5/7/2012	City of Glendale - Downtown Public Safety
LICENSE, EXTENSION & MAILBOX - PO#: ZBWXDC	30035	10 Extension & Mailbox license	5/5/2014	City of Glendale - Downtown Public Safety
LICENSE, EXTENSION & MAILBOX - PO#: Z83PCF	30035	8 Extension & Mailbox license	6/6/2012	City of Glendale - Downtown Public Safety
LICENSE, EXTENSION & MAILBOX - PO#: Z808DF	30035	1 Extension & Mailbox license	5/8/2012	City of Glendale - Downtown Public Safety
LICENSE, EXTENSION & MAILBOX - PO#: Z894LW	30035	5 Extension & Mailbox license	7/23/2012	City of Glendale - Downtown Public Safety
LICENSE, EXTENSION ONLY - PO#: Z81PK9	30039	8 Extension-only license	9/24/2013	City of Glendale - Downtown Public Safety
LICENSE, EXTENSION ONLY - PO#: Z894LW	30039	1 Extension-only license	7/23/2012	City of Glendale - Downtown Public Safety
LICENSE, EXTENSION ONLY - PO#: Z808DF	30039	11 Extension-only license	5/8/2012	City of Glendale - Downtown Public Safety
LICENSE, PROFESSIONAL ACCESS - PO#: Z894LW	30052	5 Professional Access License	7/23/2012	City of Glendale - Downtown Public Safety
LICENSE, PROFESSIONAL ACCESS - PO#: Z9SSWM	30052	3 Professional Access License	7/25/2013	City of Glendale - Downtown Public Safety
LICENSE, PROFESSIONAL ACCESS - PO#: Z83PCF	30052	5 Professional Access License	6/6/2012	City of Glendale - Downtown Public Safety
LICENSE, PERSONAL ACCESS - PO#: ZBVWJW	40005	5 Personal Access License	4/27/2014	City of Glendale - Downtown Public Safety
LICENSE, PERSONAL ACCESS - PO#: ZBWXDC	40005	10 Personal Access License	5/5/2014	City of Glendale - Downtown Public Safety
IP PHONE, IP265 BLK - PO#: 3006524- From POS	10219	1 IP Phone IP 265 - Black	7/20/2012	City of Glendale - Downtown Public Safety
IP PHONE, IP265 BLK - PO#: 3008324- From POS	10219	5 IP Phone IP 265 - Black	7/25/2013	City of Glendale - Downtown Public Safety
IP PHONE, BB24 BLK - PO#: 3008324- From POS	10175	2 IP Phone BB24 - Black	7/25/2013	City of Glendale - Downtown Public Safety
IP PHONE, IP115 BLK - PO#: Z83PBL - POS	10217	3 IP Phone IP 115 - Black	6/5/2012	City of Glendale - Downtown Public Safety

A - City of Glendale Assets

VOICE SWITCH, SG220T1A MADE IN USA - PO#: Z83PBL - POS	10229	T1AJ11181E14E5	6/5/2012	1 Voice Switch SG-220T1A	City of Glendale - Downtown Public Safety
VOICE SWITCH, SG220T1A MADE IN USA - PO#: 3008619- From POS	10229	T1AF1251284733	9/20/2013	1 Voice Switch SG-220T1A	City of Glendale - Downtown Public Safety
IP PHONE, IP655 W/ANTIGLARE - PO#: 3008324- From POS	10429		7/25/2013	IP Phone IP 655 with anti-glare 3 screen	City of Glendale - Downtown Public Safety
IP PHONE, IP480 - PO#: ZBKSV4- From POS	10496		2/4/2014	4 IP Phone IP 480	City of Glendale - Downtown Public Safety
IP PHONE, IP655 - PO#: Z83PBL - POS	10368		6/5/2012	2 IP Phone IP 655	City of Glendale - Downtown Public Safety
IP PHONE, IP420 - PO#: ZBWXCH- From POS	10495		5/4/2014	IP Phone IP 420. Requires ST 14 9 or later.	City of Glendale - Downtown Public Safety
IP PHONE, IP655 - PO#: 3006524- From POS	10368		7/20/2012	1 IP Phone IP 655	City of Glendale - Downtown Public Safety
IP PHONE, IP480 - PO#: ZBWXCH- From POS	10496		5/4/2014	1 IP Phone IP 480	City of Glendale - Downtown Public Safety
IP PHONE, IP480 - PO#: ZBKSV4- From POS	10496		2/4/2014	4 IP Phone IP 480	City of Glendale - Downtown Public Safety
LICENSE, EXTENSION & MAILBOX - PO#: ZBVVJW	30035		4/27/2014	5 Extension & Mailbox license	City of Glendale - Downtown Public Safety
LICENSE, ADDITIONAL SITE - PO#: 4600145824	30044		1/18/2016	1 Additional Site License	City of Glendale - Downtown Public Safety
VOICE SWITCH, SG90 MADE IN USA - PO#: 10719562- From POS	10260	S90F154241E42C	1/14/2016	1 Voice Switch SG-90	City of Glendale - Downtown Public Safety
VOICE SWITCH, SG90 MADE IN USA - PO#: ZD1N43- From POS	10260	S90F14473D057D	1/26/2015	1 Voice Switch SG-90	City of Glendale - Downtown Public Safety
IP PHONE, IP480 - PO#: ZD1N43- From POS	10496		1/26/2015	30 IP Phone IP 480	City of Glendale - Downtown Public Safety
IP PHONE, IP420 - PO#: ZC2NM2- From POS	10495		6/11/2014	IP Phone IP 420. Requires ST 14 10 or later.	City of Glendale - Downtown Public Safety
LICENSE, PERSONAL ACCESS - PO#: ZC54KI	40005		7/2/2014	5 Personal Access License	City of Glendale - Downtown Public Safety
LICENSE, EXTENSION & MAILBOX - PO#: ZC54KI	30035		7/2/2014	5 Extension & Mailbox license	City of Glendale - Downtown Public Safety
IP PHONE, IP480 - PO#: ZC54K0- From POS	10496		6/30/2014	5 IP Phone IP 480	City of Glendale - Downtown Public Safety

A - City of Glendale Assets

LICENSE, PERSONAL ACCESS - PO#: ZD1N7R	40005		1/27/2015	44 Personal Access License	City of Glendale - Downtown Public Safety
LICENSE, PERSONAL ACCESS - PO#: ZC2NMF	40005		6/12/2014	10 Personal Access License	City of Glendale - Downtown Public Safety
LICENSE, EXTENSION & MAILBOX - PO#: ZC2NMF	30035		6/12/2014	10 Extension & Mailbox license	City of Glendale - Downtown Public Safety
LICENSE, ADDITIONAL SITE - PO#: ZD1PBF	30044		1/28/2015	1 Additional Site License	City of Glendale - Downtown Public Safety
LICENSE, ADDITIONAL SITE - PO#: ZD1N5D	30044		1/27/2015	1 Additional Site License	City of Glendale - Downtown Public Safety
IP PHONE, IP480 - PO#: ZD1N8X- From POS	10496		1/26/2015	8 IP Phone IP 480	City of Glendale - Downtown Public Safety
LICENSE, ADDITIONAL SITE - PO#: ZD1N7R	30044		1/27/2015	1 Additional Site License	City of Glendale - Downtown Public Safety
LICENSE, PERSONAL ACCESS - PO#: ZD1N5D	40005		1/27/2015	44 Personal Access License	City of Glendale - Downtown Public Safety
LICENSE, OPERATOR ACCESS - PO#: 4600087999	40006		10/18/2015	1 Operator Access License	City of Glendale - Downtown Public Safety
VOICE SWITCH, SG220T1 MADE IN USA - PO#: 10266326- From POS	10261	ST1F14513D0FA8	8/30/2015	1 Voice Switch SG-220T1	City of Glendale - Downtown Public Safety
LICENSE, PERSONAL ACCESS - PO#: 4600053871	10496		8/30/2015	28 IP Phone IP 480	City of Glendale - Downtown Public Safety
VOICE SWITCH, SG90 MADE IN USA - PO#: 10266326- From POS	10260	S90F153241D416	8/30/2015	1 Voice Switch SG-90	City of Glendale - Downtown Public Safety
LICENSE, ADDITIONAL SITE - PO#: 4600055319	30044		9/2/2015	1 Additional Site License	City of Glendale - Downtown Public Safety
LICENSE, ADDITIONAL SITE - PO#: 4600053871	30044		8/30/2015	1 Additional Site License	City of Glendale - Downtown Public Safety
VOICE SWITCH, SG90 MADE IN USA - PO#: 10266326- From POS	10260	S90F153241D409	8/30/2015	1 Voice Switch SG-90	City of Glendale - Downtown Public Safety
LICENSE, PROFESSIONAL ACCESS - PO#: 4600053871	30052		8/30/2015	20 Professional Access License	City of Glendale - Downtown Public Safety
IP PHONE, IP420 - PO#: 10271308- From POS	10495		8/31/2015	9 or later. IP Phone IP 420. Requires ST 14	City of Glendale - Downtown Public Safety

A - City of Glendale Assets

IP PHONE, IP420 - PO#: 10271308- From POS	10495		8/31/2015	IP Phone IP 420. Requires ST 14 5 or later.	City of Glendale - Downtown Public Safety
IP PHONE, IP420 - PO#: 10266326- From POS	10495		8/30/2015	IP Phone IP 420. Requires ST 14 196 or later.	City of Glendale - Downtown Public Safety
VOICE SWITCH, SG220T1 MADE IN USA - PO#: 10266326- From POS	10261	ST1F14513D0F78	8/30/2015	1 Voice Switch SG-220T1	City of Glendale - Downtown Public Safety
VOICE SWITCH, SG220T1 MADE IN USA - PO#: 10271308- From POS	10261	ST1F14513D0F3A	8/31/2015	1 Voice Switch SG-220T1	City of Glendale - Downtown Public Safety
LICENSE, EXTENSION ONLY - PO#: 4600053871	30039		8/30/2015	224 Extension-only license	City of Glendale - Downtown Public Safety
LICENSE, PERSONAL ACCESS - PO#: 4600055319	40005		9/2/2015	14 Personal Access License	City of Glendale - Downtown Public Safety
LICENSE, EXTENSION ONLY - PO#: 4600055319	30039		9/2/2015	14 Extension-only license	City of Glendale - Downtown Public Safety
LICENSE, EXTENSION ONLY - PO#: ZD1N7R	30039		1/27/2015	54 Extension-only license	City of Glendale - Downtown Public Safety
VOICE SWITCH, SGT1K MADE IN USA - PO#: ZD1N6G- From POS	10322	T1KF1420321E00	1/26/2015	1 Voice Switch SG-T1k	City of Glendale - Downtown Public Safety
VOICE SWITCH, SG90 MADE IN USA - PO#: ZD1P9D- From POS	10260	S90F14383CF421	1/26/2015	1 Voice Switch SG-90	City of Glendale - Downtown Public Safety
VOICE SWITCH, SGT1K MADE IN USA - PO#: ZD1PC7- From POS	10322	T1KF1420321D92	1/26/2015	1 Voice Switch SG-T1k	City of Glendale - Downtown Public Safety
LICENSE, EXTENSION ONLY - PO#: ZD1P84	30039		1/28/2015	40 Extension-only license	City of Glendale - Downtown Public Safety
IP PHONE, IP420 - PO#: ZD1P9D- From POS	10495		1/26/2015	IP Phone IP 420. Requires ST 14 35 or later.	City of Glendale - Downtown Public Safety
VOICE SWITCH, SG90 MADE IN USA - PO#: ZD1N8X- From POS	10260	S90F14383CF439	1/26/2015	1 Voice Switch SG-90	City of Glendale - Downtown Public Safety
IP PHONE, IP420 - PO#: ZD1N6G- From POS	10495		1/26/2015	IP Phone IP 420. Requires ST 14 47 or later.	City of Glendale - Downtown Public Safety
LICENSE, PERSONAL ACCESS - PO#: 4600381713	40005		1/10/2017	30 Personal Access License	City of Glendale - Downtown Public Safety
VOICE SWITCH, SG24A MADE IN USA - PO#: 11877747- From POS	10321	2AFA162549D335	1/6/2017	1 Voice Switch SG-24A	City of Glendale - Downtown Public Safety
LICENSE, EXTENSION ONLY - PO#: 4600381713	30039		1/10/2017	30 Extension-only license	City of Glendale - Downtown Public Safety

A - City of Glendale Assets

Asset Description	Asset ID	Acquisition Date	Quantity	Notes	Location
LICENSE, MAILBOX ONLY - PO#: ZD1PCM	30040	1/29/2015	1500	Mailbox-only license	City of Glendale - Downtown Public Safety
LICENSE, EXTENSION & MAILBOX - PO#: ZCD863	30035	8/27/2014	5	Extension & Mailbox license	City of Glendale - Downtown Public Safety
LICENSE, PERSONAL ACCESS - PO#: ZD1PCM	40005	1/28/2015	1500	Personal Access License	City of Glendale - Downtown Public Safety
IP PHONE, IP480 - PO#: ZCD842- From POS	10496	8/25/2014	12	IP Phone IP 480	City of Glendale - Downtown Public Safety
LICENSE, PERSONAL ACCESS - PO#: ZD1P8F	40005	1/28/2015	43	Personal Access License	City of Glendale - Downtown Public Safety
LICENSE, ADDITIONAL SITE - PO#: ZCD863	30044	8/27/2014	1	Additional Site License	City of Glendale - Downtown Public Safety
LICENSE, PERSONAL ACCESS - PO#: ZCD863	40005	8/27/2014	12	Personal Access License	City of Glendale - Downtown Public Safety
DIST VOICE SVCS SVR - PO#: ZD1PCM	21020	1/28/2015	2	Distributed Voice Services license	City of Glendale - Downtown Public Safety
LICENSE, PERSONAL ACCESS - PO#: ZD1P84	40005	1/28/2015	40	Personal Access License	City of Glendale - Downtown Public Safety
VOICE SWITCH, SG90 MADE IN USA - PO#: ZD1N6G- From POS	10260	1/26/2015	1	Voice Switch SG-90	City of Glendale - Downtown Public Safety
VOICE SWITCH, SG90 MADE IN USA - PO#: ZCD842- From POS	10260	8/25/2014	1	Voice Switch SG-90	City of Glendale - Downtown Public Safety
IP PHONE, IP420 - PO#: ZD1N8X- From POS	10495	1/26/2015	32	IP Phone IP 420. Requires ST 14 or later.	City of Glendale - Downtown Public Safety
LICENSE, EXTENSION ONLY - PO#: ZCD863	30039	8/27/2014	7	Extension-only license	City of Glendale - Downtown Public Safety
IP PHONE, IP480 - PO#: ZD1P9D- From POS	10496	1/26/2015	8	IP Phone IP 480	City of Glendale - Downtown Public Safety
VOICE SWITCH, SGT1K MADE IN USA - PO#: ZD1N8X- From POS	10322	1/26/2015	1	Voice Switch SG-T1k	City of Glendale - Downtown Public Safety
IP PHONE, IP420 - PO#: ZD1N43- From POS	10495	1/26/2015	13	IP Phone IP 420. Requires ST 14 or later.	City of Glendale - Downtown Public Safety
IP PHONE, IP480 - PO#: 10523811- From POS	10496	11/12/2015	1	IP Phone IP 480	City of Glendale - Downtown Public Safety
LICENSE, PERSONAL ACCESS - PO#: 4600110150	40005	11/19/2015	5	Personal Access License	City of Glendale - Downtown Public Safety
LICENSE, EXTENSION ONLY - PO#: 4600110150	30039	11/19/2015	5	Extension-only license	City of Glendale - Downtown Public Safety
IP PHONE, IP420 - PO#: 10523811- From POS	10495	11/12/2015	2	IP Phone IP 420. Requires ST 14 or later.	City of Glendale - Downtown Public Safety

A - City of Glendale Assets

10495	IP PHONE, IP420 - PO#: 10545100- From POS	11/17/2015	IP Phone IP 420. Requires ST 14 5 or later.	City of Glendale - Downtown Public Safety
40005	LICENSE, PERSONAL ACCESS - PO#: 4600145824	1/18/2016	27 Personal Access License	City of Glendale - Downtown Public Safety
30039	LICENSE, EXTENSION ONLY - PO#: 4600145824	1/18/2016	27 Extension-only license	City of Glendale - Downtown Public Safety
10495	IP PHONE, IP420 - PO#: 10719562- From POS	1/14/2016	IP Phone IP 420. Requires ST 14 26 or later.	City of Glendale - Downtown Public Safety
40005	LICENSE, PERSONAL ACCESS - PO#: ZCQXWB	11/13/2014	13 Personal Access License	City of Glendale - Downtown Public Safety
30035	LICENSE, EXTENSION & MAILBOX - PO#: ZCQXWB	11/13/2014	18 Extension & Mailbox license	City of Glendale - Downtown Public Safety
40005	LICENSE, PERSONAL ACCESS - PO#: 4600179842	3/11/2016	20 Personal Access License	City of Glendale - Downtown Public Safety
40005	LICENSE, PERSONAL ACCESS - PO#: 4600169662	2/25/2016	16 Personal Access License	City of Glendale - Downtown Public Safety
30039	LICENSE, EXTENSION ONLY - PO#: 4600179842	3/11/2016	20 Extension-only license	City of Glendale - Downtown Public Safety
30039	LICENSE, EXTENSION ONLY - PO#: 4600169662	2/25/2016	16 Extension-only license	City of Glendale - Downtown Public Safety
10495	IP PHONE, IP420 - PO#: 10896942- From POS	3/9/2016	IP Phone IP 420. Requires ST 14 15 or later.	City of Glendale - Downtown Public Safety
10496	IP PHONE, IP480 - PO#: 10896942- From POS	3/9/2016	5 IP Phone IP 480	City of Glendale - Downtown Public Safety
10496	IP PHONE, IP420 - PO#: 10844710- From POS	2/23/2016	2 IP Phone IP 480 IP Phone IP 420. Requires ST 14	City of Glendale - Downtown Public Safety
10495	IP PHONE, IP420 - PO#: 10545100- From POS	2/23/2016	14 or later.	City of Glendale - Downtown Public Safety
10495	IP PHONE, IP480 - PO#: 10523811- From POS	11/18/2015	IP Phone IP 420. Requires ST 14 5 or later.	City of Glendale - Downtown Public Safety
10496	IP PHONE, IP420 - PO#: 10523811- From POS	11/13/2015	1 IP Phone IP 480 IP Phone IP 420. Requires ST 14 2 or later.	City of Glendale - Downtown Public Safety
10495	IP PHONE, IP420 - PO#: 10719562- From POS	1/15/2016	IP Phone IP 420. Requires ST 14 26 or later.	City of Glendale - Downtown Public Safety
10495	IP PHONE, IP420 - PO#: ZCQXV0- From POS	11/12/2014	IP Phone IP 420. Requires ST 14 13 or later.	City of Glendale - Downtown Public Safety
30039	LICENSE, EXTENSION ONLY - PO#: ZD1PBF	1/28/2015	43 Extension-only license	City of Glendale - Downtown Public Safety

A - City of Glendale Assets

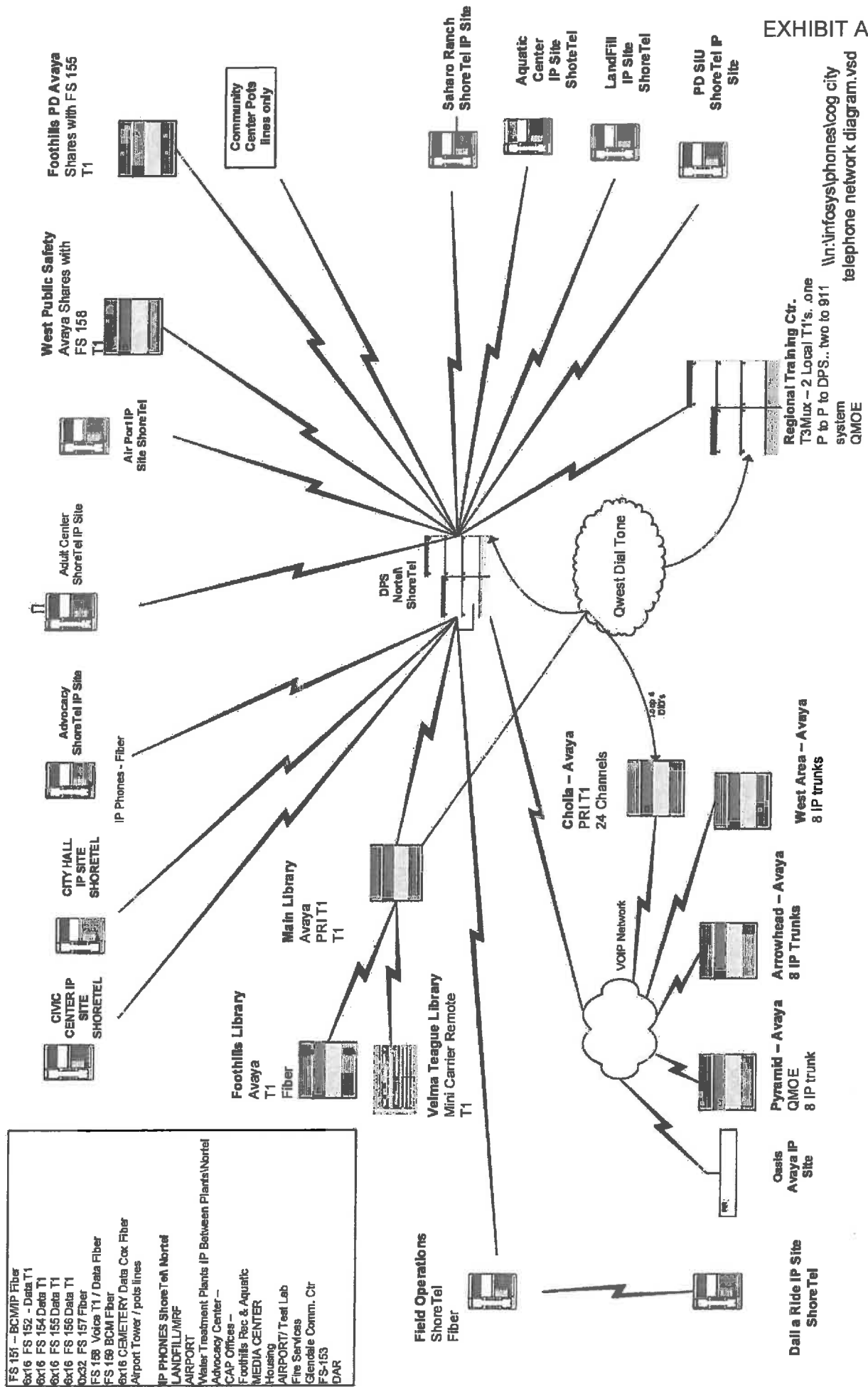
LICENSE, ADDITIONAL SITE - PO#: ZD1P84	30044	1/28/2015	1 Additional Site License	City of Glendale - Downtown Public Safety
IP PHONE, IP480 - PO#: ZCQXV0- From POS	10496	11/12/2014	5 IP Phone IP 480	City of Glendale - Downtown Public Safety
LICENSE, PROFESSIONAL ACCESS - PO#: ZCQXWB	30052	11/14/2014	5 Professional Access License	City of Glendale - Downtown Public Safety
LICENSE, SMDI MAILBOX FOR LEGACY PBX INTEGRATION - PO#: ZD1PCM	30079	1/29/2015	Legacy PBX Integration Voice 1500 Mail license	City of Glendale - Downtown Public Safety
IP PHONE, IP420 - PO#: 11282870- From POS	10495	7/7/2016	IP Phone IP 420. Requires ST 14 4 or later.	City of Glendale - Downtown Public Safety
IP PHONE, IP420 - PO#: 11248695- From POS	10495	6/24/2016	IP Phone IP 420. Requires ST 14 2 or later.	City of Glendale - Downtown Public Safety
VOICE SWITCH, SGT1K MADE IN USA - PO#: ZD1P9D- From POS	10322	1/26/2015	1 Voice Switch SG-T1k	City of Glendale - Downtown Public Safety
IP PHONE, IP480 - PO#: ZD1N6G- From POS	10496	1/26/2015	7 IP Phone IP 480	City of Glendale - Downtown Public Safety
IP PHONE, IP420 - PO#: 50006313- From POS	10495	3/22/2016	IP Phone IP 420. Requires ST 14 2 or later.	City of Glendale - Downtown Public Safety
IP PHONE, IP480 - PO#: 50006313- From POS	10496	3/22/2016	1 IP Phone IP 480	City of Glendale - Downtown Public Safety
IP PHONE, IP420 - PO#: 11129719- From POS	10495	5/19/2016	IP Phone IP 420. Requires ST 14 20 or later.	City of Glendale - Downtown Public Safety
LICENSE, EXTENSION ONLY - PO#: 4600231491	30039	5/31/2016	22 Extension-only license	City of Glendale - Downtown Public Safety
LICENSE, PERSONAL ACCESS - PO#: 4600230671	40005	5/31/2016	33 Personal Access License	City of Glendale - Downtown Public Safety
LICENSE, PERSONAL ACCESS - PO#: 4600232436	40005	6/1/2016	23 Personal Access License	City of Glendale - Downtown Public Safety
LICENSE, EXTENSION ONLY - PO#: 4600225421	30039	5/20/2016	20 Extension-only license	City of Glendale - Downtown Public Safety
LICENSE, ADDITIONAL SITE - PO#: 4600232436	30044	6/1/2016	1 Additional Site License	City of Glendale - Downtown Public Safety
LICENSE, EXTENSION ONLY - PO#: 4600230671	30039	5/31/2016	33 Extension-only license	City of Glendale - Downtown Public Safety
IP PHONE, IP480 - PO#: 11161507- From POS	10496	5/31/2016	2 IP Phone IP 480	City of Glendale - Downtown Public Safety
IP PHONE, IP420 - PO#: 11161507- From POS	10495	5/31/2016	IP Phone IP 420. Requires ST 14 20 or later.	City of Glendale - Downtown Public Safety

B - City Locations	
Building/Address	
Adult Center, 5970 W. Brown	
Airport, 6801 N. Glen Harbor Drive	
	Airport Tower, 6767 N. Glen Harbor Drive
	Materials Testing Lab 6771 N. Glenn Harbor Drive
Bank of America Building, Visitors Center, 5800 W. Glenn Drive	
Cemetery, 7844 N. 61st Ave	
City Hall, 5850 W. Glendale Ave	
Civic Center 5750 W. Glenn	
	Civic Center Annex
	Civic Center Bead Museum
City Court, 5711 W. Glendale	
Community Center Ocotillo, 5401 W. Ocotillo	
Community Center North, 14075 N. 59th Ave	
Community Housing, 6842 N. 61st Ave.	
Field Ops, 6210 W. Myrtle	
	Admin, Building "A"
	Parks and Rec, Building "B"
	GTOB, Sign Shop, Building "C"
	Water Services Meter Shop, Building "D"
	Graffiti / Transfer Station, Building "E"
	Fitness Center, Building "F"
	Vehicle Maintenance Shop, Building "G"
	Security Shack, Building "H"
	Solid Wate, Building "I" (6431 W. Orangewood) (Orangewood Sanitation Trailer)
	Fuel Pumps, Building "J"
	Service Writer Building, Building "K"
	Vehicle Wash Building, Building "L"
	Spring City/Annex/Storage Warehouse, Building "M" (6322 W. Myrtle)
	Warehouse, Building "N"
	Facilities Maintenance, Building "O"
	Streets, Employee Lounge, Training Facility, Building "P"
	Vehicle Maintenance Oil Storage "Q"
	Water Services, Distribution, Building "R"
	Dial-a-Ride, Building "S" (6322 W. Myrtle)
	Water Services Customer Service, Building "T"
Foothills Recreation Center/Aquatics Center, 5600 W. Union Hills	
Glendale Park and Ride, 10047 W Glendale Ave	
Glendale Regional Public Safety Training Center (GRPSTC/EOC), 11550 W. Glendale Ave.	
	Training Fire Station "GRPSTC"
	Shooting Range
Landfill, 11480 W. Glendale Ave.	
	Admin Building


EXHIBIT A

	Scale House
	Materials Recovery Facility (MRF)
	Maintenance Shop
Media Center, Channel 11, 9494 W. Maryland	
Prosecutor's Office, 6815 N. 57th Ave.	
Public Safety Building/Police/IT, 6835 N. 57th Drive	
Sahuaro Ranch Park, 9802 N. 59th Ave.	
	Maintenance Shop, 6085 W. Brown
University of Phoenix Stadium, 1 Cardinals Drive	
Traffic Management Center (TMC)/Fire Station 157, 9658 N. 59th Ave	
Fire Department	
Fire Administration, Sine Building, 6829 N. 58th Drive	
Fire Resource Building, 7505 N. 55th Ave.	
Fire Station 151, 6851 N. 52nd Ave.	
Fire Station 152, 6850 W. Bethany Home Rd.	
Fire Station 153, 14061 N. 59th Ave	
Fire Station 154, 4439 W. Peoria	
Foothills or North Public Safety/FS-155/Traffic Operations, 6255 W. Union Hills	
Fire Station 156, 6801 W. Deer Valley Rd.	
Fire Station 157/Traffic Management Center, 9658 N. 59th Ave	
Gateway/Western Public Safety/FS-158, 6261 N.83rd Ave.	
Fire Station 159, 17159 N. 63rd Ave.	
Fire Station GRPSTC, 11550 W. Glendale Ave	
Libraries	
Main Library, 5959 W. Brown	
Foothills Library, 19055 N. 57th Ave	
Velma Teague Library, 5850 W. Glendale aver	
Police Department	
Public Safety Building/Police/IT, 6835 N. 57th Drive	
Foothills or North Public Safety/FS-155/Traffic Operations, 6255 W. Union Hills	
Gateway/Western Public Safety/FS-158, 6261 N.83rd Ave.	
PD Advocacy Center, 6830 N. 57th Drive	
Water Services	
Arrowhead Water Treatment, 8180 W. Union Hills	
Cholla Water Treatment Facility, 4805 W. Cholla	
Oasis Water Treatment Plant, 7070 W. Northern	
Pyramid Peak Water Treatment Facility, 28101 N. 63rd Ave	
Thunderbird Reservoir, 22601 N. 67th Ave	
West Water Treatment Facility, 5901 N. Glenn Harbor Blvd	


EXHIBIT A



\\n:\infosys\phones\log city telephone network diagram.vsd

 <p>GLENDALÉ</p>	<p>City of Glendale Procurement SOLICITATION ADDENDUM #2 Solicitation Number: RFP 17-09 Telephone System Maintenance Provider Solicitation Due Date: February 14, 2017, 2:00 p.m. (Local Time)</p>	<p>CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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- 1. PRICE SHEET** – To address questions raised regarding the solicitation price sheet, the City is issuing a new price sheet to RFP 17-09. Offerors must complete and submit the Section 5, Price Sheet attached to this Addendum 2 with their Offer.
- 2. SOLICITATION DUE DATE** - has been changed as follows:
From: February 9, 2017 2:00 p.m. (Local Time)
To: February 14, 2017 2:00 p.m. (Local Time)

 <p>City of Glendale Procurement SOLICITATION ADDENDUM #2 Solicitation Number: RFP 17-09 Telephone System Maintenance Provider Solicitation Due Date: February 14, 2017, 2:00 p.m. (Local Time)</p>	<p>City of Glendale Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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5.0 PRICE SHEET

The returned proposal must state your hourly service call rates for onsite and remote moves, adds, and changes (MAC) within normal business hours. All pricing shall include, but is not limited to, labor, equipment, tools, materials, supplies, and any other associated direct or indirect costs. This pricing should not exceed any other labor rates currently offered on any other Arizona government purchase contracts.

Item #	SERVICES	Total (a through d and f) multiplied by the City estimated number of annual hours)	TOTAL ESTIMATED ANNUAL COST	
			(ON SITE) X * Y =	(REMOTE) X * Z =
Item #	Services	City estimated number of annual hours per Service (X)	Hourly Rate Per Service (On Site) (Y)	Hourly Rate Per Service (Remote) (Z)
	Provide Initial One (1) year for Move, Add, and Change (MAC) Cost for estimated hours (a – d and f).			\$ 42,275.00
				\$ 42,275.00
a.	Moves, Adds and Changes (MAC)	160 hours	\$ 95.00	\$ 95.00
b.	Normal Business Hours (8-5, M-F)	200 hours	\$ 95.00	\$ 95.00
c.	Overtime (Evening and Weekends)	30 hours	\$ 142.50	\$ 142.50
d.	Holidays	20 hours	\$ 190.00	\$ 190.00
e.	Minimum Charge	N/A	\$ 95.00	47.50 per 1/2 \$Hr.
	Services	City est. of annual number of hours per Service	Hourly Rate Per Service (On Site)	Hourly Rate Per Service (Remote)
f.	Trip Charge	20 hours	\$ 0.00	\$ 0.00
g.	Project Manager	N/A	\$ 95.00	\$ 95.00
h.	Trainer	N/A	\$ 80.00	\$ 80.00
i.	Consultation/Engineering/Design	N/A	\$ 0.00	\$ 0.00

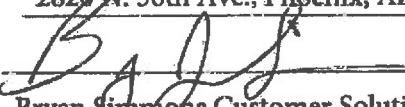
	<p>City of Glendale Procurement SOLICITATION ADDENDUM #2 Solicitation Number: RFP 17-09 Telephone System Maintenance Provider Solicitation Due Date: February 14, 2017, 2:00 p.m. (Local Time)</p>	<p>CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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5.1 Additional Pricing

<p>a). Provide percent discount off Avaya or ShoreTel MSRP for any parts, software and services. Are all Nortel or ShoreTel price book items eligible? If not, describe what categories are not eligible for discount?</p>	<p>ShoreTel Equip 29% ShoreTel Support 15% Avaya/Nortel Equip 25% Avaya/Nortel Support 5%</p>
<p>As per the soft copy of the manufacturers MSRP list, not all items receive the full discount. Manufacturers do not provide their vendors the same discount levels across the product line</p>	<p style="text-align: right;">%</p>
<p>Specify price book or catalog discount is being taken from: Copper State has provided a soft copy of the manufacturers MSRP pricing list by manufacturer.</p>	<p style="text-align: right;">%</p>
<p>5.2 TOTAL MAINTENANCE COST</p>	
<p>Provide Initial One (1) Year Maintenance Cost Based On Current Equipment Listed in Appendix A (Do Not include MAC cost)</p>	<p style="text-align: right;">\$ 45,444.00</p>

5.3 PAYMENT The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in Section 5.0 and Section 5.2.

5.4 TAX AMOUNT Do not include any use tax or federal tax in your proposal.

<p>All other specifications, instructions, terms and conditions remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.</p>	
<p>Name of Company:</p>	<p>Copper State Communications</p>
<p>Address:</p>	<p>2820 N. 36th Ave., Phoenix, AZ 85009</p>
<p>Authorized Signature:</p>	
<p>Print Name and Title:</p>	<p>Bryan Simmons Customer Solutions Sales Director</p>

Tab 5

**2.3.5 Submission
Requirements**

Section 2.4

2.4 SUBMISSION REQUIREMENTS

Offeror's should provide written, narrative responses for each item requested within the criteria below. Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to this solicitation are not desired. Do not provide general answers or reference to sales literature. When applicable, supporting documents should be attached and reference the appropriate criterion. Offeror's, at a minimum must submit the following information in the order listed:

2.4.1 EXPERIENCE AND QUALIFICATIONS

2.4.1.1 Offeror shall provide four (4) references from government agencies or companies for whom VAR has provided similar products/services in the last twelve months. Also include company name, address, phone number, contract person, a description of the products/services provided with a description of any major variation to the requirements of this RFP.

Government agency references are preferred;

Response:

Town of Oro Valley

Oro Valley, AZ

Mr. Chuck Boyer Director of IT

(520) 471-7684

CBoyer@OroValleyAZ.Gov

ShoreTel Maintenance

Marana School District

Marana, AZ

Mr. Mitch Eichenseer

(520) 682-4817

ShoreTel Maintenance

SW Gas Co

AZ & NV

Mr. Sandy Butler Telecom Manager

(602) 484-5499

sandy.butler@swgas.com

Avaya/Nortel Maintenance

Pinal County

Florence, AZ

Mr. Allen Harrison IT Manger

(520) 866-6990

Allen.Harrison@pinalcountyaz.gov

Avaya/Nortel system maintenance

City of Glendale

Glendale, AZ

Mr. David Atchison IT manager

(623) 930-2909

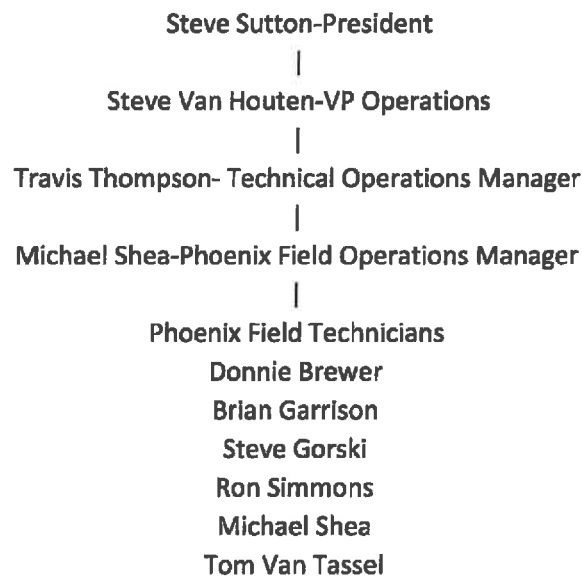
DAtchison@glendaleaz.com

ShoreTel & Nortel Maintenance

2.4.1.2 Offeror shall describe your company’s organizational structure as pertains to operations including all local technical personnel;

Response: The Phoenix office is under the direction of Steve Sutton our President. Steve Van Houten our VP of Technical Operations is responsible for all field installations and maintenance support. Travis Thompson our Operations Manager reports to Steve Van Houten. Travis is responsible for all IT and Telecom installations and service support. Next reporting to Travis is Michael Shea our Field Operations manager who over sees the field technicians for new installation, Adds, Moves and changes and Maintenance support.

Copper State Communications Organizational Chart



2.4.1.3 Offeror shall provide information regarding recent relevant firm’s experience providing similar services to other government communities or corporations. Provide information to allow the City to assess your firm’s experience and to determine whether your experience is sufficient to successfully perform the services;

Response: CSC has installed ShoreTel Systems for the Scottsdale School District and provides second level support for Schools. We were recently awarded the ShoreTel maintenance and support contract for Pima County. The contract consists of supporting 8500 ShoreTel stations.

2.4.1.4 Offeror shall list the location of corporate headquarters, local servicing office, sales and support staff, and local warehouse facilities;

Response: Copper State Communications is headquartered at 1919 S. Country Club Rd, Tucson, AZ with a fully staffed sales and service support team. We have an office at 2820 N. 36th Ave., Phoenix, AZ with a fully staffed sales and service support team. Last we have an office

located at 1156 W. Kaibab Ln., Flagstaff, AZ with a fully staffed sales and service support team.

2.4.1.5 Offeror shall provide proof of repair stock inventory that indicates it can meet the City's needs; and

Response: CSC will gladly provide the City with a tour of our Phoenix warehouse to show city staff the large amount of inventory that is housed locally in Phoenix.

2.4.1.6 Offeror shall provide a narrative of all individuals who will be assigned to work on the City's telephone systems along with their associated certifications and qualifications. This is to include Sales, Engineering, and Technical Operations. No subcontractors shall be used.

Response: CSC has assigned Joe Radetich as the sales account manager for the City of Glendale. Joe has 37 years in telecommunications and 12.5 year at CSC. Joe current supports the City of Glendale, HonorHealth, Abrazo Healthcare and previously the State of New York.

Bryan Simmons is manager of engineering; Bryan has 25+ years in communications engineering at CSC.

Cory Boston 23 years of service at CSC. Cory has, 17 years in the field as a service repair technician and 6 years in an engineering support role.

Technicians:

<i>Donnie Brewer</i>	<i>35 years of telecom experience, 10+ years at CSC,</i>
<i>Brian Garrison</i>	<i>27 years of telecom experience, 10+ years at CSC,</i>
<i>Steve Gorski</i>	<i>20 years of telecom experience, 20 years at CSC,</i>
<i>Ron Simmons</i>	<i>24 years of telecom experience, 20 years at CSC,</i>
<i>Michael Shea</i>	<i>31 years of telecom experience, 20 years at CSC,</i>
<i>Tom Van Tassel</i>	<i>37 years of telecom experience, 27 years at CSC,</i>

ShoreTel Certifications

Contact : First Name	Contact: Last Name	Course Code	Course Type	Course Description	Complete Date
Cory	Boston	SC-110	UC Sales	Solution Selling Overview	2013-05-10
Cory	Boston	SC-180	UC Sales	TCO Tool Training Course	2013-05-10
Cory	Boston	SC-320	UC Sales	UC Basic Sales course	2013-12-09
Cory	Boston	SC-320e	UC Sales	UC Basic Sales exam	2014-03-13
Cory	Boston	SC-321	UC Sales	UC Advanced Sales	2013-12-09
Cory	Boston	SC-321e	UC Sales	UC Advanced Sales exam	2013-12-09
Cory	Boston	SC-322	Mobility Sales	Mobility Sales Course	2014-03-28
Cory	Boston	SC-322e	Mobility Sales	Mobility Sales Exam	2014-03-28
Cory	Boston	SC-325	UC/Mobility Demo Skills	UC Demo Skills Course	2012-02-01

Cory	Boston	SC-325e	UC/Mobility Demo Skills	UC Candidate Demo	2012-02-01
Cory	Boston	SC-600	UC Sales	UC System Design course	2014-08-28
Cory	Boston	SC-600e	UC Sales	UC System Design exam	2014-09-04
Donnie	Brewer	3200	UC Technical	UC Basic Technical Update Course	2014-08-21
Donnie	Brewer	3200e	UC Technical	Rel 14 Sky Connect Update Exam	2014-08-22
Donnie	Brewer	3210	UC Technical	UC Advanced Engineer course	2012-08-16
Donnie	Brewer	3210e	UC Technical	Rel 14 UC Advanced Engineer Update Exam	2014-08-29
Donnie	Brewer	3400	CC Technical	Basic Enterprise Contact Center Course	2015-09-04
Donnie	Brewer	3400e	CC Technical	Basic Enterprise Contact Center Exam	2015-09-04
Donnie	Brewer	3410	CC Technical	CC Maintaining and Supporting course	2016-03-16
Donnie	Brewer	3410e	CC Technical	CC Maintaining and Supporting exam	2016-03-17
Donnie	Brewer	3500	Mobility Technical	Mobility Basic Technical Course	2013-08-21
Donnie	Brewer	3500e	Mobility Technical	Mobility Basic Technical Exam	2013-08-26
Donnie	Brewer	3510	Mobility Technical	Mobility Advanced Technical Course	2016-01-11
Donnie	Brewer	3510e	Mobility Technical	Mobility Advanced Technical Exam	2016-03-28
Cinde	Cox	SC-325	UC/Mobility Demo Skills	UC Demo Skills Course	2016-09-14
Cinde	Cox	SC-330	Cloud Sales	Basic Sky Course	2017-01-27
Brian	Garrison	3200	UC Technical	UC Basic Technical Update Course	2014-08-25
Brian	Garrison	3200e	UC Technical	Rel 14 Sky Connect Update Exam	2014-08-25
Steve	Gorski	3200	UC Technical	UC Basic Technical Update Course	2014-08-21
Steve	Gorski	3200e	UC Technical	Rel 14 Sky Connect Update Exam	2014-08-22
Joe	Radetich	SC-320	UC Sales	UC Basic Sales course	2010-01-19
Joe	Radetich	SC-320e	UC Sales	UC Basic Sales exam	2014-08-29
Joe	Radetich	SC-321	UC Sales	UC Advanced Sales	2014-09-04
Joe	Radetich	SC-321e	UC Sales	UC Advanced Sales exam	2014-10-24
Joe	Radetich	SC-322	Mobility Sales	Mobility Sales Course	2014-09-19
Joe	Radetich	SC-322e	Mobility Sales	Mobility Sales Exam	2014-09-29
Joe	Radetich	SC-325	UC/Mobility Demo Skills	UC Demo Skills Course	2012-02-01
Joe	Radetich	SC-325e	UC/Mobility Demo Skills	UC Candidate Demo	2012-03-09

Joe	Radetich	SC-330	Cloud Sales	Basic Sky Course	2014-02-24
Joe	Radetich	SC-330e	Cloud Sales	Basic Sky Exam	2014-04-04
Joe	Radetich	SC-331	Cloud Sales	Sky Fundamentals Course	2014-03-10
Joe	Radetich	SC-340	CC Sales	CC Sales Course	2014-11-18
Joe	Radetich	SC-340e	CC Sales	CC Sales Exam	2014-12-11
Joe	Radetich	SC-345	CC Demo Skills	CC Demo Skills Course	2010-01-20
Joe	Radetich	SC-600	UC Sales	UC System Design course	2012-10-04
Michael	Shea	SC-600	UC Sales	UC System Design course	2009-12-15
Michael	Shea	SC-600e	UC Sales	UC System Design exam	2011-01-13
Tom	Shinn	3200	UC Technical	UC Basic Technical Update Course	2015-11-16
Tom	Shinn	3200e	UC Technical	Rel 14 Sky Connect Update Exam	2015-12-10
Bryan	Simmons	3200	UC Technical	Rel 13 UC Basic Technical Update Course	2012-11-07
Bryan	Simmons	3200e	UC Technical	UC Release 13 Basic Technica Update Exam	2012-09-24
Bryan	Simmons	SC-137	New Partner	Quoting and Configuring with QMS Course	2009-11-24
Bryan	Simmons	SC-320	UC Sales	UC Basic Sales course	2014-01-27
Bryan	Simmons	SC-320e	UC Sales	UC Basic Sales exam	2014-01-27
Bryan	Simmons	SC-321	UC Sales	UC Advanced Sales	2014-02-18
Bryan	Simmons	SC-321e	UC Sales	UC Advanced Sales exam	2014-02-18
Bryan	Simmons	SC-322	Mobility Sales	Mobility Sales Course	2014-04-08
Bryan	Simmons	SC-322e	Mobility Sales	Mobility Sales Exam	2014-04-08
Bryan	Simmons	SC-325	UC/Mobility Demo Skills	UC Demo Skills Course	2014-02-20
Bryan	Simmons	SC-325e	UC/Mobility Demo Skills	UC Candidate Demo	2012-04-06
Bryan	Simmons	SC-330	Cloud Sales	Basic Sky Course	2014-02-03
Bryan	Simmons	SC-330e	Cloud Sales	Basic Sky Exam	2014-02-04
Bryan	Simmons	SC-331	Cloud Sales	Sky Fundamentals Course	2014-02-03
Bryan	Simmons	SC-340	CC Sales	CC Sales Course	2014-04-08
Bryan	Simmons	SC-340e	CC Sales	CC Sales Exam	2014-04-08
Bryan	Simmons	SC-345	CC Demo Skills	CC Demo Skills Course	2014-04-09
Bryan	Simmons	SC-345e	CC Demo Skills	CC Demo Skills	2013-03-19



Bryan	Simmons	SC-600	UC Sales	UC System Design course	2011-07-19
Bryan	Simmons	SC-600e	UC Sales	UC System Design exam	2014-02-20
Steven	Van Houten	SC-320	UC Sales	UC Basic Sales course	2012-10-24
Steven	Van Houten	SC-320e	UC Sales	UC Basic Sales exam	2012-10-24
Steven	Van Houten	SC-321	UC Sales	UC Advanced Sales	2012-10-25
Steven	Van Houten	SC-321e	UC Sales	UC Advanced Sales exam	2012-11-01
Steven	Van Houten	SC-340	CC Sales	CC Sales Course	2016-03-25
Steven	Van Houten	SC-345	CC Demo Skills	CC Demo Skills Course	2016-03-29
Steven	Van Houten	SC-600	UC Sales	UC System Design course	2015-12-07
Steven	Van Houten	SC-600e	UC Sales	UC System Design exam	2011-01-14
Matt	Wilson	3200	UC Technical	Rel 13 UC Basic Technical Update Course	2012-11-06
Matt	Wilson	3200e	UC Technical	UC Release 13 Basic Technica Update Exam	2012-09-19
Matt	Wilson	3210e	UC Technical	Rel 13 UC Advanced Engineer Exam	2012-09-25
Matt	Wilson	3400	CC Technical	Basic Enterprise Contact Center Course	2012-11-30
Matt	Wilson	3400e	CC Technical	Basic Enterprise Contact Center Exam	2012-11-30
Matt	Wilson	3406	CC Technical	C Using and Designing Reports Course	2014-06-02
Matt	Wilson	3406e	CC Technical	CC Using and Designing Reports Exam	2014-07-22

Nortel Certifications

Student First NameSorted Ascending	Student Last Name	Certification Code	Credential Title	Original Active Date	Expiration Date
Bryan	Simmons	APSS - 4830	APSS - Avaya SDN Fx Solutions	7/14/2016	7/14/2018
Bryan	Simmons	APSS - 1000	APSS - Avaya Midmarket Solutions	6/18/2014	6/10/2018
Bryan	Simmons	APSS - 1100	APSS - Avaya Enterprise Team Engagement Solutions	7/10/2013	7/2/2018
Bryan	Simmons	APSS - 1200	APSS - Avaya Customer Engagement Solutions	7/7/2016	7/7/2018
Bryan	Simmons	APSS - 1101	APSS - Avaya Aura® Application Server 5300	6/20/2014	6/20/2017
Bryan	Simmons	APSS - 1300	APSS - Avaya Networking Solutions	6/28/2013	5/24/2018
Bryan	Simmons	APDS - 2301	APDS - Avaya Scopia® Solution	5/22/2014	5/22/2018
Bryan	Simmons	APSS - 1401	APSS - Avaya Scopia® Solution	7/10/2016	7/10/2018
Bryan	Simmons	APSS - 1001	APSS - Avaya Contact Center Solutions for IP Office	6/19/2014	6/19/2018
Bryan	Simmons	APDS - 2400	APDS - Avaya Contact Center Select	6/21/2014	6/21/2018
Bryan	Simmons	APSS - 4710	APSS - Engagement OnAvaya™ Google™ Cloud Platform	1/5/2016	1/5/2018
Bryan	Simmons	APDS - 3570	APDS - Avaya Networking Solutions	5/29/2016	5/29/2018
Bryan	Simmons	APDS - 3170	APDS - Avaya Enterprise Team Engagement Solutions	5/27/2016	5/27/2018
Bryan	Simmons	APDS - 3770	APDS - Avaya Midmarket Solutions	5/21/2016	5/21/2018
Bryan	Simmons	APDS - 3370	APDS - Avaya Customer Engagement Solutions	6/20/2016	6/20/2018
Carolyn	Henderson	APSS - 1000	APSS - Avaya Midmarket Solutions	11/10/2015	11/10/2017
Cory	Boston	APSS - 1100	APSS - Avaya Enterprise Team Engagement Solutions	3/26/2015	3/26/2017
Cory	Boston	APDS - 2301	APDS - Avaya Scopia® Solution	3/31/2015	3/31/2019
Cory	Boston	APDS - 2400	APDS - Avaya Contact Center Select	8/28/2015	8/28/2017
Cory	Boston	AIPS - 4000	AIPS - Avaya IP Office™ Platform	6/5/2015	6/5/2017
Cory	Boston	APSS - 4710	APSS - Engagement OnAvaya™ Google™ Cloud Platform	1/6/2016	1/6/2018
Donnie	Brewer	AIPS - 4000	AIPS - Avaya IP Office™ Platform	10/28/2016	10/28/2018
Michael	Shea	ACIS - 6002	ACIS - Avaya Aura® Communication Manager and CM Messaging – Embedded (R6.x)	10/23/2015	10/23/2017
Michael	Shea	ACIS - 6005	ACIS - Avaya Communication Server 1000 for Avaya Aura®	3/15/2011	3/15/2019
Michael	Shea	ACSS - 3105	ACSS - Avaya Communication Server 1000 for Avaya Aura®	11/10/2012	11/10/2018
Michael	Shea	ACSS - 3203	ACSS - Avaya Aura Messaging	8/10/2012	8/10/2018
Ron	Simmons	ACSS - 3100	ACSS - Avaya Aura® Communication Manager and CM Messaging - Embedded	4/15/2014	4/15/2018
Ron	Simmons	ACIS - 6005	ACIS - Avaya Communication Server 1000 for Avaya Aura®	3/20/2013	3/20/2019
Ron	Simmons	ACIS - 6002	ACIS - Avaya Aura® Communication Manager and CM Messaging – Embedded (R6.x)	2/3/2014	2/3/2018
Ron	Simmons	ACIS - 6202	ACIS - Avaya Aura® Contact Center	3/16/2013	3/16/2019

Ron	Simmons	ACIS - 6209	ACIS - Avaya Aura® Contact Center CCT and Multimedia	6/22/2015	6/22/2017
Ron	Simmons	ACSS - 3107	ACSS - Avaya Session Border Controller Enterprise	6/26/2015	6/26/2017
Ron	Simmons	AIPS - 4000	AIPS - Avaya IP Office™ Platform	6/5/2015	6/5/2017
Ron	Simmons	ACSS - 3101	ACSS - Avaya Aura® Session Manager and System Manager	5/19/2013	5/19/2019
Ron	Simmons	ACIS - 6303	ACIS - Avaya CallPilot	1/23/2012	1/23/2018
Ron	Simmons	ACSS - 3105	ACSS - Avaya Communication Server 1000 for Avaya Aura®	3/20/2013	3/20/2019
Ron	Simmons	ACSS - 3300	ACSS - Avaya Aura® Contact Center	7/1/2015	7/1/2017
Thomas	VanTassel	ASPS - 5203	ASPS - Avaya Hospitality Messaging Server 400	2/2/2013	2/2/2019

2.4.2 METHOD OF APPROACH

2.4.2.1 Offeror shall describe your understanding and approach to the contract and how it will meet the requirements of the City;

Response: CSC fully understands the requirements of the Cities Telephone Service contract. We have been the cities telephone system service provider for the past 20 years and have provided professional and prompt service when required. We have been a Nortel/Avaya business partner for over 25 years. We have been a ShoreTel business partner for over 10 years. With a Phoenix based service center we are within 15-20 minutes from most of the cities business offices. This allows us to provide prompt service response as well being able to provide remote system diagnostics.

2.4.2.2 The City shall require ongoing consultation throughout the term of this contract for assistance in implementation of new system additions and upgrade recommendations. Please address your firm's abilities to provide such services;

Response, Joe Radetich is the cities first line of dedicated support for all adds, moves and system expansions. Joe coordinates all CSC resources at CSC and the manufacturer representatives if needed to provide the city with the best engineering support available. Once a solution is developed, Joe provides the city with complete project pricing in accordance with the City of Glendale's contractual agreement and pricing schedules.

2.4.2.3 Offeror shall describe their roles and responsibilities in performing the transition process from the existing maintenance provider;

Response: CSC will transition to the new contract seamlessly as we are the current contract holder.

- 2.4.2.4** Describe how your transition team would coordinate and communicate with the City during the transition period; and
Response: Should CSC be the successful vendor no transition process would be needed. We would continue supporting the city without any interruption in support.
- 2.4.2.4** Provide your service response statistics and times for a Level 1 – Major outage and a Level 2 - Minor outage as defined above in Section 1.7.1.
- a. Emergency service response time:
- Monthly # of calls **26**
 - Monthly average response time **32min 49sec**
 - Overall two (2)-years # of calls **547**
 - Overall two (2)-years average response time **27min 39sec**
- b. Non-emergency/Next business day service response time:
- Monthly # of calls **450**
 - Monthly average response time **8hrs., 40min, 36sec**
 - Overall two (2)-years # of calls **8314**
 - Overall two (2)-years average response time **5hr., 23min, 49sec**
- c. MAC/AMC service call response time
- Routine add, move, change service calls requiring a technician to be dispatched to a site. **23hrs., 27min, 28sec**
- d. Remote MAC/AMC service call response time
- Routine add, move, change service calls accomplished via dialup or network access, NOT requiring a technician to be dispatched to the site. **12hrs., 3min, 43sec**

End of section 2.4

Tab 6

1.0 Specifications

2.0 Special Instructions

**3.0 Special Terms and
Conditions**

1.0 SPECIFICATIONS

1.1 INTRODUCTION

The City of Glendale (City) invites responses from qualified Value-Added Reseller(s) (VAR(s)) to provide telephone maintenance and support services, for the City's physical, virtual, analog and digital telephone systems. These City-owned systems are installed within the City limits of Glendale. A detailed list of the equipment, the locations of the equipment, and current configurations can be found in the attached Appendix A.

The specific types of services requested for the solicitation include telephone sales, support, maintenance, upgrades, enhancements, project management, training and other functions related to maintaining and expanding the citywide telephone and telephone related services.

1.2 CURRENT ENVIRONMENT

1.2.1 The City currently has one or more of the following Avaya/Nortel hardware devices in use:

- 1.1 CS1000MMG, a CS1000MSG, a CS1000M, an Option 11C;
- 1.2 Signaling Server Opt-11
- 1.3 The CS1000MMG & CS1000MSG are monitored remotely on a 7x24X365 basis with any notifications sent to the maintenance VAR.
- 1.4 Mini Carrier Remote;
- 1.5 Fiber Remote; BCM400; BCM200;
- 1.6 Norstar MODICS; and
- 1.7 Norstar 616's.

1.2.2 The City also has installed the following ShoreTel systems:

- 1.1 Virtual ShoreTel HQ server;
- 1.2 Virtual DVS voicemail servers;
- 1.3 Virtual vSwitch servers;
- 1.4 ECC platform;
- 1.5 Virtual Conference Bridge, ShoreGear 220T1K's, SGT1K's, SG90's, SG50's.

1.2.3 All virtual servers are homed in a VMWare five (5) node ESXI 6.0 cluster.

1.2.4 Handsets currently in use at the City:

- 1.1 Nortel Systems: M2000 series, M3900 series, IP2000 series, IP1140 series, M7000 series, T7000 series, M2250 and Teleconnect PC Consoles.
- ShoreTel systems: IP655's, IP420's, IP480's, IP 265's, IP230's, IP 212's and ShoreTel Communicator with a professional License. The city has standardized on IP 420 and IP480 ShoreTel handsets.
- Other analog model handsets consist of single line analog desk and wall phones, outdoor panel phones and Panasonic 2-line analog desk phones. There are approximately 2200 phone sets, 798 of these are ShoreTel models.

- 1.2.5 The City currently purchases new telecommunications components, services, and support via the Mohave Educational Services Cooperative (MESC), Arizona State Services Contract, the current VAR contract, or through a 3-quote selection process.
(See Appendix A for a current list of hardware)

Response: Sect 1.2 Understood and Agreed

1.3 SCOPE OF SERVICES

- 1.3.1 VAR shall provide cost for equipment maintenance, services and software updates/patching for all existing telephone related hardware.
- 1.3.2 Maintenance shall include the replacement of defective component(s) to include all parts, labor, technical support and travel charges
- 1.3.3 The successful VAR will also be called upon to provide consultation, recommendations, quotation, sales and installation for AMC/MAC activity to include day-to-day projects and periodic system upgrades in addition to consultation, design, quotation and installation of new systems as needed.
- 1.3.4 VAR shall have proven experience engineering and installing new Voice over IP (VoIP) systems as well as other Avaya/Nortel and ShoreTel integrated services and applications as the City continues to expand its converged voice and data network.
- 1.3.5 The City is currently in the third year of a multi-year project to replace all of the Nortel hardware with ShoreTel. VAR shall provide design, engineering, project management, sales, implementation and support for this project. This new maintenance contract does not include the cost of the ShoreTel replacement; however, the project will use the pricing in this contract to complete the conversion to ShoreTel.

Response: Sect 1.3 Understood and Agreed

1.4 BUSINESS OPERATION

- 1.4.1 The City prefers that the successful VAR be a local Phoenix metropolitan business operation and is an authorized Avaya and ShoreTel distributor and service provider for a minimum of ten (10) years.
- 1.4.2 Technicians counted in support of this contract must be full-time employees of the VAR working on systems in the Phoenix metropolitan area and NOT technicians performing their primary duties outside this area.
- 1.4.3 **Subcontractor labor shall not to be utilized in support of this contract.**

Response: Sect 1.4 Understood and Agreed

1.5 LOCATION / SERVICE

- 1.5.1 VAR shall have a fully stocked, local support facility located within the Phoenix metropolitan area.
- 1.5.2 VAR facility shall be the primary dispatch location for all support personnel responsible for service at any City site.
- 1.5.3 VAR facility shall stock enough hardware to restore City voice communication services as stated in the "Service Requirements".
- 1.5.4 VAR's sales facility is preferred to be located within the Phoenix metropolitan area.

1.5.5 VAR personnel supporting the scope of this contract must be full-time employees of the VAR and perform their duties primarily in the Phoenix metropolitan area.

1.5.6 VAR employees assigned to this contract must pass and maintain a valid background check administered by the Glendale Police Department. Any variation or change in the background check must be reported to the City immediately.

Response: Sect 1.5 Understood and Agreed

1.6 SERVICE REQUIREMENTS

1.6.1 VAR shall provide parts, labor and materials to maintain the City's telephone equipment in compliance with manufacturer service specifications.

1.6.2 All replacement parts shall be new or of like, kind & quality of the parts replaced.

1.6.3 All labor and services shall be performed in a professional manner, utilizing City employee standards and in accordance with city building standards and building codes and with recognized and acceptable industry standards.

Response: Sect 1.6 Understood and Agreed

1.7 SERVICE LEVEL REQUIREMENTS

1.7.1 Service levels fall in to three categories:

1.7.1.1 Level 1 (Major) Service Outage:

- a. Any attendant console or call center queue in the PBX cannot place or receive calls.
- b. Anything considered critical to public safety/public utility facilities.
- c. A minimum of twenty (20) percent of all telephone ports at a department/building site cannot place or receive calls during department "open" hours. (Libraries and Dial-a-Ride are open for business on the weekends)
- d. A minimum of twenty (20) percent of all trunks at a department/building site are inoperative during department "open" hours. (Libraries and Dial-a-Ride are open for business on the weekends)
- e. A T1 span or SIP sessions in the PBX are inoperative;
- f. An Avaya or ShoreTel designated major attached application process, such as voicemail, conference bridge, Etc..... cannot send, receive, or retrieve information.

1.7.1.2 Level 2 (Minor) Service Outage:

- a. Maintenance support services for a situation other than those included in the definition of Level 1 Major Service Outage. Minor corrective action can be performed from 8:00am to 5:00pm Monday– Friday, and would not be considered critical to Public Safety or Utility Operations, but requires correction within 8 business hours.

1.7.1.3 Level 3 (Other) Service Outage:

- a. Maintenance support services for a situation where service needs to be scheduled due to unmanned or secure locations

Outage Level	Response Time	Service Days / Hours	Resolution Period
Level 1	Within thirty (30) minutes from problem report	24X7X365	Up to four (4) hours
Level 2	Within two (2) hours from problem report	Monday-Friday 8:00am – 5:00pm MST	Up to four (8) hours
Level 3	Within four (4) hours from problem report		As scheduled

1.7.2 Remote access will be granted to the successful VAR and a combination of remote access and communication with the reporting city entity would be considered a response. Please refer to Section 1.6.1 for details on Major and Minor Service Outages.

1.7.3 VAR shall install all manufacturer supplied mandatory software updates/patches, this includes Microsoft Windows patches if needed as part of this contract

1.7.4 VAR shall provide at least one (1) preventive maintenance service call annually to all sites listed in the attachment that will validate current revision levels of all components, ensure that all mandatory software updates/patches have been applied and ensure hardware is functional.

1.7.5 VAR shall provide remote monitoring of alarms to the Nortel hardware located at the Public Safety Building (PSB) (CS1000MMG) and at the Glendale Regional Public Safety Training Center (GRPSTC) (CS1000MSG)

Response: Sect 1.7 Understood and Agreed

2.0 SPECIAL INSTRUCTIONS
2.1 PRE-OFFER CONFERENCE

2.1.1 A Pre-Offer Conference will be held on **January 17, 2016, 2:00 P.M, Arizona Time, located at 5850 W. Glendale Avenue, Room 3A.** Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.

2.1.2 The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the city of Glendale's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will 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.

Response: Sect 2.1 Understood and Agreed

- 2.2 RETURN OF OFFER** The Offeror shall submit five (5) hardcopies marked as “Copies”. The offeror shall also submit a complete proposal on a CD or flash drive as one file folder. The folder shall be identified as “RFP 17-09 – ‘Original - Name of Offeror.’” (For example: RFP 17-09 – Original - ABC Company.)

The proposal responses shall be submitted in a bound format (i.e. three (3) ring loose-leaf binders, spiral and/or report covers). Proposals should be divided by tab sections according to items listed in the **Preparation of Proposal Package Instructions section 2.3**. This will assist the evaluation panel in identifying items and information submitted within the proposal. Offerors may reproduce the forms and recreate information, but all of the required information must be presented in the order requested.

The Offeror shall complete all sections of the solicitation in the format given in the space provided. If additional space is needed than what is given, enter “See attachment for detail.” Proposals that do not conform to the above format may be rejected.

The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

Response: Sect 2.2 Understood and Agreed

- 2.3 PREPARATION OF OFFER PACKAGE** The following items shall be completed and returned including the written, narrative responses required in section 2.4 Submission Requirements. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:

- 2.3.1 OFFER SHEET (Provides an introduction of company)
- 2.3.2 OFFER SHEET, Section 5.0
- 2.3.3 PRICE SHEET, Section 6
- 2.3.4 ADDENDUM, Return all addenda (if applicable).
- 2.3.5 SUBMISSION REQUIREMENTS, Section 2.4 (written narrative)
 - 2.3.5.1 EXPERIENCE AND QUALIFICATIONS
 - 2.3.5.2 METHOD OF APPROACH
 - 2.3.5.3 COST

Response: Sect 2.3 Understood and Agreed

- 2.5 EVALUATION CRITERIA** The evaluation criteria are weighted in accordance with the Submission Requirements, section 2.4.

- | | | |
|-------|-------------------------------|-----|
| 2.5.1 | Experience and Qualifications | 40% |
| 2.5.2 | Method of Approach | 35% |
| 2.5.3 | Cost | 25% |

Response: Sect 2.5 Understood and Agreed

- 2.6 TYPE OF AWARD** The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.
Response: Sect 2.6 Understood and Agreed
- 2.7 ALTERNATE OFFERS/EXCEPTIONS** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Offeror shall clearly and specifically detail all exceptions to the exact requirements imposed by this solicitation. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.
Response: sect 2.7 Understood and Agreed
- 2.8 SITE INSPECTION** Offeror shall visit the site(s) to become familiar with any conditions which may affect the performance and pricing. Submission of an Offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.
Response: Sect 2.8 Understood and Agreed
- 2.9 INQUIRIES** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
Response: Sect 2.9 Understood and Agreed
- 2.10 EVALUATION PANEL** Offeror submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.
Response: Sect 2.10 Understood and Agreed
- 2.11 PANEL CONTACT** Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.

Response: Sect 2.11 Understood and Agreed

- 2.12 INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.

Response: Sect 2.12 Understood and Agreed

- 2.13 ADDITIONAL INVESTIGATIONS** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.

Response: Sect 2.13 Understood and Agreed

- 2.14 DISCUSSIONS AND REVISIONS TO PROPOSAL** Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:

- 2.14.1 Determine in greater detail such Offeror's qualifications, and
- 2.14.2 Explore with the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
- 2.14.3 Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;
- 2.14.4 Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

Response: Sect 2.14 Understood and Agreed

- 2.15 BEST AND FINAL OFFERS** The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.

Response: Sect 2.15 Understood and Agreed

- 2.16 PROPOSAL EVALUATION** The City reserves the right to secure additional information from the Offeror in various forms and or to award based on submitted information.

Response: Sect 2.16 Understood and Agreed

- 2.17 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Procurement Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Procurement Administrator no later than seven (7) calendar days from the date of posting on the Internet. Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the city of Glendale.
Response: Sect 2.17 Understood and Agreed
- 2.18 WITHDRAWAL OF PROPOSAL** At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
Response: Sect 2.18 Understood and Agreed
- 2.19 OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.
Response: Sect 2.19 Understood and Agreed
- 2.20 COMPETITIVE NEGOTIATIONS** Exclusive or concurrent negotiations may be conducted with responsible Offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified offeror(s).
Response: Sect 2.20 Understood and Agreed
- 2.21 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS** The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process. From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Offerors, directly or indirectly through others, are restricted from

attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

Response: Sect 2.21 Understood and Agreed

- 2.22 PROPRIETARY INFORMATION** An Offeror shall clearly mark any proprietary information contained in its bid with the words “Proprietary Information.” Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid. Offeror’s acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

Response: Sect 2.22 Understood and Agreed

3.0 SPECIAL TERMS AND CONDITIONS

- 3.1 TERM OF AGREEMENT** The initial term of the contract shall be one (1) year upon approval by the City Council.

Response: Sect 3.1 Understood and Agreed

- 3.2 OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement four (4) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City’s Procurement Department of the City’s intention to extend the contract period at least sixty (60) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.

Response: Sect 3.2 Understood and Agreed

- 3.3 PRICE AND PRICE ADJUSTMENTS** All prices quoted shall be firm and fixed for the initial contract period. Contractor shall submit a request for a rate increase a minimum of sixty (60) days prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be

considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.

Response: Sect 3.3 Understood and Agreed

- 3.4 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments or exhibits. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Procurement Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.

Response: Sect 3.4 Understood and Agreed

- 3.5 INSURANCE** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Response: Sect 3.5 Understood and Agreed

3.5.1 MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

3.5.1.1 Commercial General Liability (CGL): Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

3.5.1.2 Automobile Liability: Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3.5.1.3 Workers' Compensation: as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor. Other Insurance Provisions The insurance policies are to contain, or be endorsed to contain, the following provisions:
Additional Insured Status the City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Primary Coverage for any claims related to this contract, the Contractor's insurance coverage shall

be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Notice of Cancellation Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City. Waiver of Subrogation Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect his waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. Acceptability of Insurers Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Verification of Coverage Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by the Contract Administrator and approved by the City before work commences. DO NOT SEND CERTIFICATES TO RISK MANAGEMENT. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Special Risks or Circumstances City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. If the policy provided is on a claims-made basis, the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least two (2) years after completion of the contract work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of two (2) years after the completion of contract work.

Response: Sect 3.5 Understood and Agreed

3.6 **INDEMNIFICATION CLAUSE:**

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, employees and volunteers (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 City of Glendale, its officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the City of Glendale.

Response: Sect 3.6 Understood and Agreed

- 3.7** **CONFLICT OF INTEREST** Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor's employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor's personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-501 et seq. may result in rejection of the proposal or bid or any contract being void or terminated. For purposes of this provision, the following definitions apply:

"Employee" means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale. "Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

Response: Sect 3.7 Understood and Agreed

3.8 **ESTIMATED QUANTITIES** The Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly Understood and Agreed and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.

Response: Sect 3.8 Understood and Agreed

3.9 **COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link:

<http://www.maricopa.gov/procurement/Pubdocuments/SAVE-members.pdf>

Response: Sect 3.9 Understood and Agreed

3.10 **PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Procurement Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents. Price is not confidential and will not be withheld.

Response: Sect 3.10 Understood and Agreed

- 3.11 PERMITS AND LICENSES** The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

Response: Sect 3.11 Understood and Agreed

- 3.12 CERTIFICATION** By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies: The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal, or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

Response: Sect 3.12 Understood and Agreed

- 3.13 KEY PERSONNEL** Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel.

Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Procurement staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet. In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

Response: Sect 3.13 Understood and Agreed

3.14 ADDITIONS OF PRODUCTS OR SERVICES The City reserves the right to add additional products or services to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.
Response: Sect 3.14 Understood and Agreed

3.15 NON-DISCRIMINATION By submitting this Offer, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
Response: Sect 3.15 Understood and Agreed

3.16 EMPLOYEE NON-SOLICITATION. Neither City nor Contractor 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 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.
Response: Sect 3.16 Understood and Agreed

END OF RESPONSE

Tab 7

Sample Service Agreement

SERVICE AGREEMENT FOR CITY OF GLENDALE

6830 North 57th Drive
Glendale, Arizona 85301

City of Glendale, to be referred to herein as "Customer", and Copper State Communications Inc., to be referred to herein as "Company", enter into this Agreement for the equipment listed on the attached Exhibit(s), to be referred to as "System", from the effective date of Agreement through its termination.

AGREEMENT PRICE AND PAYMENT TERMS: The total price for Agreement is \$ _____(plus any applicable sales taxes)

Customer's Preferred Payment Terms
(please select your desired payment terms)

Annual: \$ _____(plus any applicable sales taxes) Semi-Annual: \$ _____(plus any applicable sales taxes)

Copper State Communications Inc shall not be bound by any term of Agreement if Customer's payment is not current

TERM OF AGREEMENT: Agreement shall become effective on Sunday, July 01, 2017, and shall remain in effect under the current price, terms, and conditions for twelve months. Upon the anniversary date of Agreement, Company shall automatically renew Agreement for another twelve months at a price based upon then current rates and inventory, to include any additions and deletions made throughout the year, and bill Customer based on Customer's preferred payment term checked above. All terms and conditions of Agreement shall remain in effect as long as Company continues to send invoices for Agreement and Customer continues to pay the invoices pertaining to the same. Both parties have the option of cancelling this contract after the initial term, as long as thirty (30) days written notice is given to Company. In the case of non-payment, Company shall reserve the right to retroactively cancel Agreement back to the end of the last period paid and invoice Customer for any work performed under the cancelled term of Agreement or cancel Agreement and collect for the pro-rated portion of Agreement's price through the cancellation date.

SERVICES PROVIDED UNDER AGREEMENT (SBB): Company agrees to provide the following services at no charge under the terms of this Agreement:

- Respond to requests for emergency service according to our company practices [i.e. within two (2) hours for customers with the Tucson, Phoenix, and Flagstaff metro regions and four (4) hours for all others]. Emergency service is defined as services that are required due to a complete system failure.
- Respond to requests for non-emergency services within 24 hours of notification, excluding weekends, holidays, and non-business days.
- Repair services shall include the parts and labor necessary to restore System to normal operation.

Customer and Company further agree to the following:

- Parts and equipment replaced under Agreement may be new, remanufactured, or refurbished (at Company's option) but will be equivalent to new in performance. Removed parts and/or equipment will become the property of Company. Replacement parts become the property of Customer upon installation as long as Customer is current in its payment for Agreement;
- Company may, at its discretion, electronically or otherwise monitor System for the purposes of providing accurate remote diagnostics and correcting actions and for determining the applicable renewal charges on the respective anniversary dates of Agreement. Customer agrees to cooperate with Company in such data collection, including making remote access available to Company for this purpose;
- Agreement does not cover the costs of labor or materials to provide additions to, moves of, changes to, or the rearrangement of System listed in the attached Exhibit(s), and charges for these services will be billed separately on a time and materials or quoted basis. In the event that any work (adds, moves, changes, or service) is done by any party other than Company and damages or expenses are incurred, Company reserves the right to charge to repair these damages and/or cancel Agreement;
- Agreement shall not cover the cost to replace batteries or other wear-and-tear items;
- Agreement shall only cover peripheral devices specifically identified in the attached Exhibit(s).

Purchaser's Initials

Seller's Initials

LIMITATIONS & EXCLUSIONS

- I. Any equipment added by Customer to System or any other additions electronically identified pursuant to the above shall be automatically added to Agreement either upon warranty expiration of such additional equipment or on the anniversary date of the purchase of such equipment. Equipment purchased from a party other than Company or an authorized agent of Company ("Third Party Equipment") is subject to certification by Company at Company's then current rate for such certification. Coverage will be effective immediately after Company certifies the Third Party Equipment. Coverage for any such additional equipment shall be charged at the Company's standard rates for such equipment;
- II. Agreement does not cover any work on System when it is determined that damage occurred due to breakage, tampering, negligence, fire, flood, or act of nature or damage due to loss or theft. Company shall not be liable for incidental or consequential damages for commercial loss or otherwise. Company shall not be responsible for failure to render service due to strikes, fire, flood, or causes beyond its control;

CUSTOMER'S OBLIGATIONS: In connection with the services provided under Agreement, Customer agrees to provide the following:

- I. A suitable equipment environment, easy to work in and not hazardous to the health of Company's employees;
- II. Notification to Company of the presence of any hazardous material prior to commencement of services;
- III. Permit Company's employees and agents access in and to the premises at reasonable hours;
- IV. Sufficient conduit, ductwork, electrical current, and other amenities of the premises which are required for the maintenance and operation of the equipment;
- V. Obtain and pay for all licenses, permits, and authorizations necessary or required in connection with the installation, use, and maintenance of the equipment.

TCP/IP, LOCAL AND WIDE AREA NETWORK: If System supports telephony over Transmission Control Protocol / Internet Protocol (TCP/IP) facilities, Customer may experience certain compromises in performance, reliability, and security, even when System performs as warranted. Customer acknowledges that it is aware of these risks and that it has determined that they are acceptable for its application of System. Customer acknowledges that their TCP/IP Local and Wide Area Network must be designed or redesigned for voice traffic with priority over data. Customer also acknowledges that, unless expressly provided in another agreement, Customer is solely responsible for (i) ensuring that its networks and systems are adequately secured against unauthorized intrusion and (ii) backing up its data and files. Customer further agrees that it is completely and solely responsible for its network, infrastructure, application load, and any network quality of service repairs or modifications as needed for satisfactory Voice Over Internet Protocol (VOIP) transmissions and expressly releases Company from any responsibility for same. Customer agrees to modify its work network to Company's satisfaction or to fully accept the operation of all VOIP elements and functionality as provided by Company.

SOFTWARE CLIENTS: Company will maintain any software clients, as listed on the attached Exhibit(s), on one workstation and test for proper operation. Any additional workstation software client maintenance will be at Company's prevailing rates unless provided for under a separate written agreement. Customer must provide and maintain client workstations that meet the minimum software provider's specification for the maintained application.

EQUIPMENT PASSWORD / CUSTOMER ACCESS: Customer acknowledges that passwords for the system administration and maintenance of maintained equipment will only be provided by Company when Customer is current with payment for Agreement. Customer further acknowledges that the services provided under Agreement shall not extend to software changes performed by other than Company's personnel, and any repairs necessitated by software changes made by other than Company are billable at Company's prevailing rates.

UTILITY SERVICE: Customer acknowledges it is responsible for the payment of all charges to any telephone company for the installation and use of trunk lines, business, and private lines and all special equipment relating to the connection of the equipment with any telephone company and that Company is not responsible for the provision or sufficiency thereof.

LIMITATION OF LIABILITY AND FORCE MAJEURE: Company shall not be liable for any damages or losses sustained by Customer directly or indirectly caused by the equipment nor shall Company be liable for any direct, special, incidental, or consequential damages or losses resulting from any delay in Customer's use or inability to use the equipment or resulting from Company's failure to perform any of the terms of Agreement caused by any event beyond the reasonable control of Company.

ADDITIONAL LIMITATIONS OF LIABILITY AND INDEMNIFICATION: In no event shall Company be liable for any special, incidental, direct or consequential damages, loss or expense (hereinafter "damages") for personal injury, loss, or destruction of property arising from Customer's use of the equipment; nor shall Company be liable for damages resulting from routing and programming errors, and trespass of programming, software, or equipment and modem lines and long distance carrier service. Company makes no express or implied warranty that equipment is immune from or prevents fraudulent intrusion, unauthorized use or disclosure or loss of proprietary information. Certain features of equipment could be improperly used in violation of privacy laws. By ordering equipment with these features or separately ordering such features, Customer assumes all responsibility for assuring their proper and lawful use. Customer agrees to indemnify and hold Company harmless from all claims, suits and actions for damages, including reasonable attorneys' fees, arising out of or in connection with the equipment, the maintenance thereof, and its use, operation and condition.

NON-SOLICITATION: Neither party shall solicit for employment any personnel of the other party who has performed work for or received services from the other party under Agreement during or within twelve (12) months of the performance of such services.

WARRANTY-REMEDY: Company warrants that it will provide services as specified herein and that all parts furnished hereunder will be free of defects in materials and workmanship at the time of installation. In the event of any equipment failure, provided Agreement is still in effect as to the system involved, Company will make all necessary adjustments, repairs, and replacements, subject to the terms and conditions of Agreement, and replace any parts which were installed hereunder and found to be defective as of the time of installation. Company's warranty does not cover failure of network carriers or transmission errors experienced over the Internet or other facilities. Company does not warrant uninterrupted or error free operation of equipment. NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, SHALL APPLY TO SERVICE OR PARTS.

ADDITIONAL TERMS & CONDITIONS: Company accepts no responsibility for Customer's LAN/WAN network and Customer understands that any and all configuration of the data network is the responsibility of Customer. This includes all Quality of Service ("QOS") issues. Agreement does not include any soft IP telephones located at sites other than those sites listed within Agreement. Customer is responsible for all data traffic on the network (including server traffic, network applications, e-mail, etc.). The end responsibility of network applications and performance lies with Customer. Customer is responsible for any and all existing data equipment. All repair or reconfiguration of customer-owned equipment not specifically listed on the attached Exhibit(s) shall be billable at Company's current rates. Company shall not be responsible for Customer's use of remote applications which may impact the performance of any voice application. Customer may need to modify its use of remote applications when utilized in conjunction with a voice application. Customer will assist Company with any issues on customer-owned LAN/WAN and incur any cost associated with getting voice applications to function properly on Customer's LAN.

ACCEPTANCE: Agreement shall not be binding on seller until it is approved in writing by a corporate officer.

GENERAL: Agreement constitutes the entire contract between Company and Customer with respect to service of System and no representation or statement not expressed herein shall be binding on Company.

Customer's Signature

Approved by Officer: Copper State Communications Inc

By _____
Signature

_____ Date

By: _____
Signature

_____ Date

Name & Title

Name & Title

EXHIBIT A

CITY OF GLENDALE
6830 North 57th Drive
Glendale, Arizona 85301

This Exhibit describes the equipment and software to be covered by Company under Agreement at the above referenced address and further defines obligations and requirements which shall become part of Agreement:

This Exhibit is verified as correct on this _____ day of _____, 20_____.

Customer's Signature

Approved by Officer: Copper State Communications Inc

By _____
Signature Date

By: _____
Signature Date

Name & Title

Name & Title

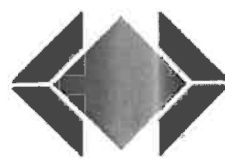
Tab 8

Miscellaneous



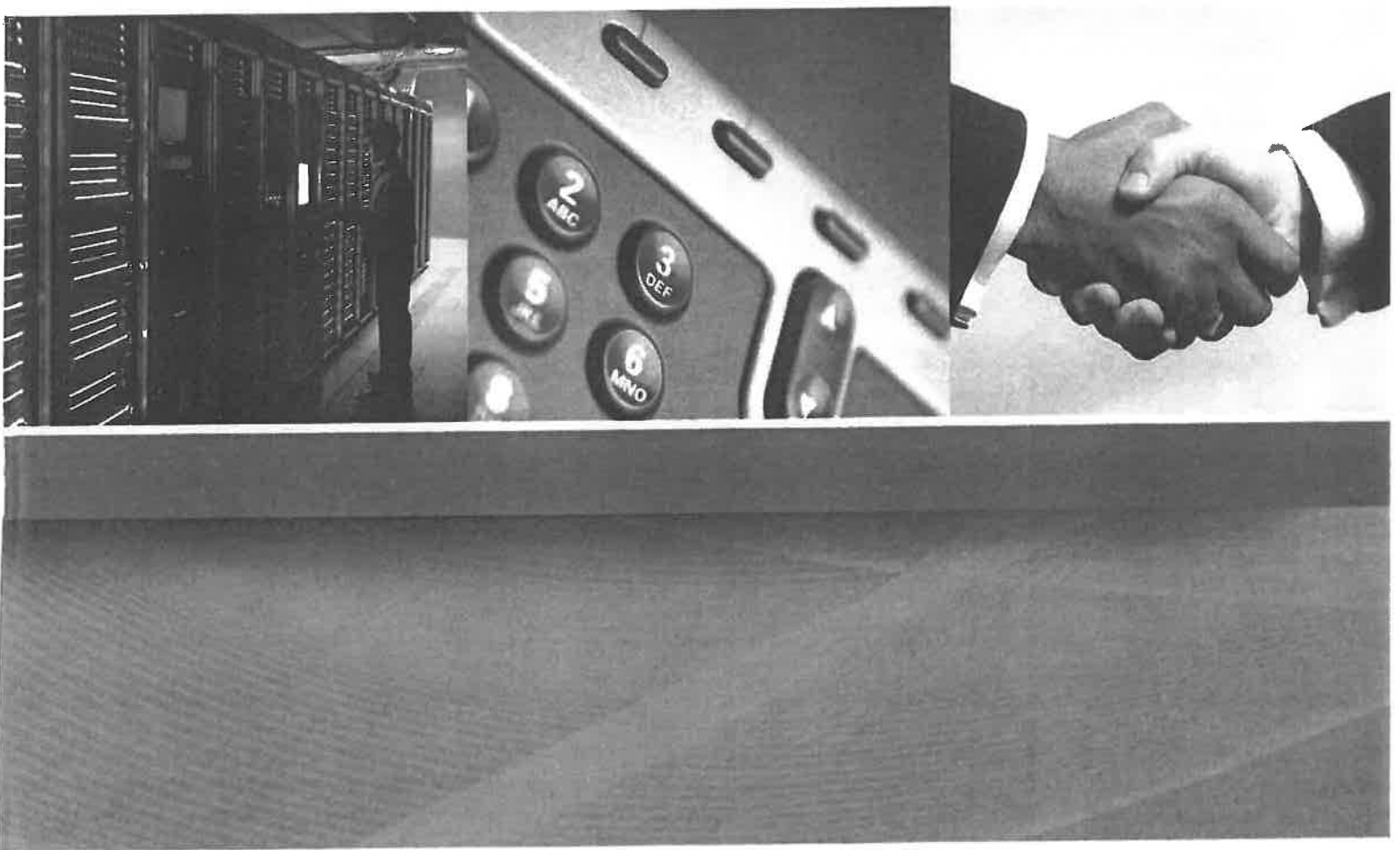
EXHIBIT A

The manufacturer MSRP Pricing list has been provided in soft copy to conserve paper. Please refer to the thumb drive provided.



COPPER • STATE COMMUNICATIONS

CONNECTING BUSINESS TO TECHNOLOGY!





At Copper State Communications, we've built our business on 4-major pillars helping you find and implement technology to run your business better.

We're your one-stop for all business communication.

Today's competitive business environment requires advanced technology solutions. Employees working from remote offices, from home or on the road need to remain connected with their customers. That's why you need to be sure you have a communications partner you can count on that can provide your voice, data, internet, wireless and video needs.

It's all about the little things.

As in any relationship, it's often the little things that make the difference, so we focus a lot of attention on them. While other voice and technology companies may sell you what you think you need, we go out of our way to really understand what you want to accomplish and suggest a technology solution that will fit both your time and budget. It's the little things that count, and we will always go the extra mile in our relationship with you.

We are here for you after the sale.

When you choose Copper State Communications, we know that you are putting your trust in us to provide the very best voice and technology services, and we take that seriously. Our team of advanced experts will implement, train and provide continued guidance so that you get the most out of your investment. Whether you use our support line or request service on site, we're here for you long after the sale.

We sweat the small things (so you don't have to).

To save you time and avoid confusion, we act on your behalf with any vendor or phone service to arrange and coordinate the details so that you don't have to. We work hard to provide you with the peace of mind that whenever you need us, we are here to help.

SERVICES HOW CAN WE HELP YOU TODAY?



BUSINESS PHONE SYSTEMS

We custom design, scalable business telephone systems from the most trusted brands in the market. Our business phone solutions range from traditional systems to hybrid systems and voice over IP (VoIP) systems. We design your communication solution specifically to keep you accessible to your clients whenever they need you from any location or device.



INTERNET & VOICE

Our Internet & Voice solution offers multi-vendor telecom solutions for voice, data, Internet and other telecommunications products for businesses. We start by analyzing and auditing your existing telecom solutions including data and Internet billing to determine whether you're overpaying for these services. Our audit service precedes our initial consultation and is free—you just need to send us copies of any bills related to telecom services. We often find erroneous billing or promotions that save you money without having to change your provider.



ADDING, MOVING OR CHANGING TECHNOLOGY

Whether you are looking to add new technology, relocate your entire business, or change your existing telephone or data network, you need professional help to make sure all the details are considered and the project is accomplished as efficiently and cost-effectively as possible. Let us help you with an office move, technology refresh or any network updates you may need.



IT SERVICES

The operational efficiency of your business depends upon your IT infrastructure and data network. Without it, you wouldn't be able to perform core business functions. It is critical that your network is functional and efficient at all times. Our comprehensive range of data, networking and Internet solutions, along with our team of experienced network engineers will ensure you go to the next level of productivity and efficiency.



CABLING

Our team will build a customized cabling solution designed for your space and to meet your needs. Our cabling and installation services include premise wiring for voice and local area networks, aerial, horizontal, riser, and campus installations.



CLOUD SERVICES

If you are considering moving all or part of your business to the cloud, we can help. Our specialists will work with you to evaluate your needs, suggest a migration path and architect a plan to ensure you find the best cloud "fit" as your business scales and grows.



SURVEILLANCE EQUIPMENT & MONITORING

Our team will build a surveillance solution that meets your business needs or exceeds your expectations. We offer the complete gamut of surveillance options: from analog camera and DVR based systems, full-fledged native IP camera solutions to off site monitoring and response services.

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With hundreds of technology companies to choose from, our clients have choices. We are honored to be the choice of thousands of Arizona businesses. It was our goal from the beginning and it remains the same goal today: **Connect Business to Technology** and that is what we will continue to do.



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FLAGSTAFF
1195 W. KAIBAB LN.
FLAGSTAFF AZ 86001
P 928.774.8733
F 928.773.7501

PHOENIX
2820 N. 36TH AVE.
PHOENIX AZ 85009
P 602.272.2800
F 602.272.2828

TUCSON
1919 S. COUNTRY CLUB RD.
TUCSON AZ 85713
P 520.795.1877
F 520.795.8064

EXHIBIT B

Telephone System Maintenance Provider

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Rates are based on hours of service performed:


- | | |
|-------------------------------------|--|
| a. Moves, Adds and Changes (MAC) | Hourly Rate = \$95.00 |
| b. Normal Business Hours (8-5, M-F) | Hourly Rate = \$95.00 |
| c. Overtime (Evening and Weekends) | Hourly Rate = \$142.50 |
| d. Holidays | Hourly Rate = \$190.00 |
| e. Minimum Charge | Hourly Rate = \$47.50 1/2 hour or \$95.00 each hour. |

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 **\$2,100,000**.

DETAILED PROJECT COMPENSATION


Per this Exhibit B.

 GLENDALÉ	City of Glendale Procurement SOLICITATION ADDENDUM #2 Solicitation Number: RFP 17-09 Telephone System Maintenance Provider Solicitation Due Date: February 14, 2017, 2:00 p.m. (Local Time)	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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5.0 PRICE SHEET

The returned proposal must state your hourly service call rates for onsite and remote moves, adds, and changes (MAC) within normal business hours. All pricing shall include, but is not limited to, labor, equipment, tools, materials, supplies, and any other associated direct or indirect costs. This pricing should not exceed any other labor rates currently offered on any other Arizona government purchase contracts.

	SERVICES		TOTAL ESTIMATED ANNUAL COST	
			(ON SITE) X * Y =	\$ 42,275.00
	Provide Initial One (1) year for Move, Add, and Change (MAC) Cost for estimated hours (a – d and f).	Total (a through d and f) multiplied by the City estimated number of annual hours)	(REMOTE) X * Z =	\$ 42,275.00
Item #	Services	City estimated number of annual hours per Service (X)	Hourly Rate Per Service (On Site) (Y)	Hourly Rate Per Service (Remote) (Z)
a.	Moves, Adds and Changes (MAC)	160 hours	\$ 95.00	\$ 95.00
b.	Normal Business Hours (8-5, M-F)	200 hours	\$ 95.00	\$ 95.00
c.	Overtime (Evening and Weekends)	30 hours	\$ 142.50	\$ 142.50
d.	Holidays	20 hours	\$ 190.00	\$ 190.00
e.	Minimum Charge	N/A	\$ 95.00	47.50 per 1/2 \$Hr.
	Services	City est. of annual number of hours per Service	Hourly Rate Per Service (On Site)	Hourly Rate Per Service (Remote)
f.	Trip Charge	20 hours	\$ 0.00	\$ 0.00
g.	Project Manager	N/A	\$ 95.00	\$ 95.00
h.	Trainer	N/A	\$ 80.00	\$ 80.00
i.	Consultation/Engineering/Design	N/A	\$ 0.00	\$ 0.00

	<p>City of Glendale Procurement SOLICITATION ADDENDUM #2 Solicitation Number: RFP 17-09 Telephone System Maintenance Provider Solicitation Due Date: February 14, 2017, 2:00 p.m. (Local Time)</p>	<p>CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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5.1 Additional Pricing

<p>a). Provide percent discount off Avaya or ShoreTel MSRP for any parts, software and services. Are all Nortel or ShoreTel price book items eligible? If not, describe what categories are not eligible for discount? As per the soft copy of the manufacturers MSRP list, not all items receive the full discount. Manufacturers do not provide their vendors the same discount levels across the product line</p>	<p>ShoreTel Equip 29% ShoreTel Support 15% Avaya/Nortel Equip 25% Avaya/Nortel Support 5% %</p>
<p>Specify price book or catalog discount is being taken from: Copper State has provided a soft copy of the manufacturers MSRP pricing list by manufacturer</p>	<p>%</p>
<p>5.2 TOTAL MAINTENANCE COST</p>	
<p>Provide Initial One (1) Year Maintenance Cost Based On Current Equipment Listed in Appendix A (Do Not include MAC cost)</p>	<p>\$ 45,444.00</p>

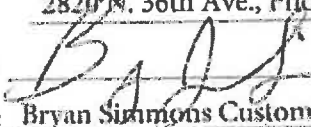
5.3 PAYMENT The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in Section 5.0 and Section 5.2.

5.4 TAX AMOUNT Do not include any use tax or federal tax in your proposal.

All other specifications, instructions, terms and conditions remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.

Name of Company: Copper State Communications

Address: 2820 N. 36th Ave., Phoenix, AZ 85009

Authorized Signature: 

Print Name and Title: Bryan Simmons Customer Solutions Sales Director



Legislation Description

File #: 17-161, Version: 1

AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH RED HAWK SOLUTIONS, LLC, AND APPROVAL OF A BUDGET APPROPRIATION TRANSFER FOR THE FY2016/2017 RUSTED STREETLIGHT POLE REPLACEMENT

Staff Contact: Michelle Woytenko, Deputy Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Construction Agreement with Red Hawk Solutions, LLC, in an amount not to exceed \$350,000, to supply and replace streetlight poles at various locations within the city, and to authorize the City Manager, at the City Manager's discretion, to renew the Agreement for an additional two terms, in a total amount not to exceed \$1,050,000 over the full term of the Agreement, contingent upon Council Budget approval. Staff is also seeking approval of a budget appropriation transfer in the amount of \$400,000 to fund the initial term of this project.

Background

The purpose of the FY2016/2017 Rusted Streetlight Pole Replacement Project is to remove severely rusted streetlight poles identified under the Streetlight Rusted Pole Inspections and Assessment program as failing, requiring immediate replacement. In February 2017, the city entered into a Services Agreement with Phoenix National Laboratories, Inc. to inspect streetlight poles throughout the city. To date 390 poles have been identified as failing requiring immediate replacement through these inspections.

This project includes removal and replacement of streetlight poles and replacement of the current high-pressure sodium (HPS) lights with new light emitting diode (LED) lights.

Analysis

The Engineering division opened bids for the FY2016/2017 Rusted Streetlight Pole Replacement project (project number 161749) on February 1, 2017. Seven bids were received, with Red Hawk Solutions, Inc. submitting the lowest responsive and responsible bid in the amount of \$346,600. The purpose of the bid schedule was to determine a low bidder and establish a unit price for the various components of work. The contract will be awarded for \$350,000.

Previous Related Council Action

On February 14, 2017 Council approved a Services Agreement with Phoenix National Laboratories, Inc., Contract No. C-17-0137, in an amount not to exceed \$99,966 for streetlight pole inspection and assessment services.

Community Benefit/Public Involvement

Residents take great interest in the performance of neighborhood streetlights. During storm events, streetlight poles corroded at or below ground level have fallen due to compromised metal integrity. Individual inspection identifies poles most at risk for failure. Replacement of these poles reduces risk of damage or injury.

Budget and Financial Impacts

Staff is requesting activation of project account 2000-68922-551200 and a budget appropriation transfer in the amount of \$400,000 from HURF contingency 1340-11910-510200 to cover the cost of the Rusted Street Pole Replacement. Expenditures with Red Hawk Solutions, LLC are not to exceed \$350,000 per term, or \$1,050,000 over the full three-year term of the Agreement, contingent upon Council budget approval.

Cost	Fund-Department-Account
\$350,000	2000-68922-551200, FY16/17 Rusted Streetlight Pole Replacement

Capital Expense? Yes

Budgeted? No

Requesting Budget or Appropriation Transfer? Yes

If yes, where will the transfer be taken from 1340-11910-510200 HURF Contingency

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Red Hawk Solutions, LLC, an Arizona limited liability company, authorized to do business in Arizona ("Contractor") as of the ____ day of _____, 20__.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in the Notice to Contractors and the attached Exhibit A ("Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project, the plans and specifications, the Information for Bidders, and the Maricopa Association of Governments ("MAG") General and Supplemental Conditions and Provisions;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

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

1. Project.

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

1.2 Documents. The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:

- (A) Notice to Contractors;
- (B) Information for Bidders;
- (C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
- (D) Proposal;
- (E) Bid Bond;
- (F) Payment Bond;
- (G) Performance Bond;
- (H) Certificate of Insurance;
- (I) Appendix; and
- (J) Plans and Addenda thereto.

Should a conflict exist between this Agreement (and its attachments), and any of the incorporated documents as listed above, the provisions of this Agreement shall govern.

1.3 Project Team.

- (A) Project Manager. Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement.
- (B) Project Team.
 - (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

(C) Sub-contractors.

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

2. **Schedule.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. The Project shall be completed within the term detailed in Section 14 of this Agreement.

3. **Contractor's Work.**

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

3.2 **Licensing.** Contractor warrants that:

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

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

Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

3.4 **Coordination; Interaction.**

- (A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").
- (B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- (C) If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Hazardous Substances. Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.

3.6 Warranties. At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.

3.7 Bonds. Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$350,000 per term, or \$1,050,000 total as specifically detailed in the Contractor's bid and set forth in Exhibit B ("Compensation").

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

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

5. Billings and Payment.

5.1 Applications.

- (A) The Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- (B) The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

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

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

- (A) If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

- (B) City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.
- (C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.
- (D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C).

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than fifteen (15) days following the date of delivery.

- (A) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.
- (B) Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven (7) days after receipt of written notice specifying the breach.

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

7. Insurance.

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

- (A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.
- (B) General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- (C) Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and 1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

- (D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- (E) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.
- (F) Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
- (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- (G) Certificates of Insurance.
- (1) Within ten (10) business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement.
- (H) Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- (I) Policies. Except with respect to workers' compensation and employer's liability coverages, the City must be named and properly endorsed as additional insureds on all liability policies required by this section.
- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties.

7.2 Sub-contractors.

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

- (C) Contractor and Sub-contractors must provide to the City proof of Required Insurance whenever requested.

7.3 Indemnification.

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

7.4 Waiver of Subrogation. Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

8. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

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

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

11. Notices.

11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- (A) The Notice is in writing, and
- (B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).
- (C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or

- (2) As of the next business day after receipt, if received after 5:00 p.m.
- (D) The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- (E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 Representatives.

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

Red Hawk Solutions, LLC
Attn: Michael Wendtland
2602 West Bloomfield Road
Phoenix, Arizona 85029

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

City of Glendale
Attn: Kelly Hargadin
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copies to:

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

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

- (C) Concurrent Notices.

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

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

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

13. Entire Agreement; Survival; Counterparts; Signatures.

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

- (A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- (B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

- (C) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

- (A) The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- (B) The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- (C) The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. The first term of this Agreement shall terminate June 30, 2018. The City may, at its option and with the approval of the Contractor, renew this Agreement for an additional two (2) one (1) year terms. Each additional "term" shall begin on July 1st of the new fiscal year (Example: second term shall begin July 1, 2018 and be completed by or before June 30, 2019). Should the contractor complete the assigned work early, and within its bid (or lower), if it is advantageous to the City and result in a net cost savings for the City, the City may direct the contractor to begin work originally assigned for the next "term". All work must be completed no later than June 30, 2020. Contractor will be notified in writing by the City of its intent to renew the Agreement at least (30) calendar days prior to the expiration of the original or any renewal "term" of this Agreement period. The City has no obligation to extend or renew this Agreement, and any decision to do so is at the sole discretion of the City. There are no automatic renewals of this Agreement.

15. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

15. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation

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

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Red Hawk Solutions, LLC,
an Arizona limited liability company

By: Michael Wendtland
Its: Managing Member

WOMEN-OWNED/MINORITY BUSINESS [] YES [] NO
CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. _____
FEDERAL TAXPAYER IDENTIFICATION NO. _____

**EXHIBIT A
CONSTRUCTION AGREEMENT**

PROJECT

This project will provide for the removal and replacement of approximately 262 streetlights at various locations, contingent upon funding, per project specifications. Locations are identified on the work orders that were created as a result of the Rusted Poles Inspection Project.

**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 must not exceed \$350,000 per term. The contract includes an option to renew for up to two (2) additional terms, at \$350,000.00 per term, for a grand total of \$1,050,000.

DETAILED PROJECT COMPENSATION

As shown in detail on the Bid Schedule.

BID TABULATION

PROJECT# 161749 - FY 2016/2017 RUSTED STREETLIGHT POLE REPLACEMENT

OPENED AT THE CITY OF GLENDALE, ENGINEERING DEPARTMENT
5850 W. GLENDALE AVENUE, 3RD FLOOR

DATE: February 1, 2017 at 3 pm

	CONTRACTOR	BID BOND/CHECK	ACKNOWLEDGE ADDENDA 1	TOTAL BASE BID
1	REDHAWK SOLUTIONS	BID BOND	YES	\$346,600.00
2	FLURORESCO SERVICES	BID BOND	YES	\$379,938.80
3	CS CONSTRUCTION, INC.	BID BOND	YES	\$469,242.00
4	B & F CONTRACTING, INC.	BID BOND	YES	\$571,592.35
5	ROADWAY ELECTRIC	BID BOND	YES	\$579,811.00
6	BANICKI CONSTRUCTION	BID BOND	YES	\$636,630.00
7	CONTRACTORS WEST	BID BOND	YES	\$723,850.00
8				
9				
10				



Legislation Description

File #: 17-164, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH CANNON & WENDT ELECTRIC COMPANY, INC., FOR ELECTRIC SWITCHGEAR TESTING, MAINTENANCE AND REPAIRS

Staff Contact: Michelle Woytenko, Deputy Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with Cannon & Wendt Electric Company, Inc., for electric switchgear testing, maintenance and repairs in an amount not to exceed \$525,000 for the entire term of the Agreement, and to authorize the City Manager to renew the Agreement, at the City Manager's discretion, for an additional two, one-year renewals. The initial term of the Agreement is effective until October 17, 2019.

Background

The Agreement with Cannon & Wendt Electric Company, Inc. will be used for electrical system testing, inspection, evaluation, repair and preventative maintenance services at City of Glendale facilities on an as-needed basis.

Cannon & Wendt Electric Company, Inc. was awarded a bid by the City of Mesa as described in the Electric Switchgear Testing, Maintenance & Repairs Contract and staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities in which Glendale is a member. Contract No. 2016287 was awarded on October 18, 2016 and is effective through October 17, 2019, and includes an option to renew the contract an additional two, one-year renewals, allowing the contract to be extended through October 17, 2021.

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

Analysis

Facilities Management staff oversees 3.5 million square feet of city facilities dispersed over 55 square miles throughout the city. This Agreement will allow Facilities Management to continue to provide general maintenance and repairs on an as-needed basis to its tenants in city facilities, without interruption of service.

Community Benefit/Public Involvement

By ensuring electrical system testing, inspection, evaluation, repair and preventative maintenance services are performed in a timely manner, the life of city facilities are extended and further damage, decay and/or repairs are minimized.

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2016-17 Operating and Maintenance budgets for the various city departments. Expenditures with Cannon & Wendt Electric Company, Inc. are not to exceed \$525,000 for the entire term of the Agreement, contingent upon Council budget approval.

Cost	Fund-Department-Account
\$525,000	Varies

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
CANNON & WENDT ELECTRIC COMPANY, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (the "City"), and Cannon & Wendt Electric Company, Inc., an Arizona corporation authorized to do business in Arizona, ("Contractor"), collectively, the "Parties."

RECITALS

- A. On October 18, 2016, under the S.A.V.E. Cooperative Purchasing Agreement, the City of Mesa entered into a contract with Contractor to purchase the goods and services described in the Electric Switchgear Testing, Maintenance & Repairs, Contract No. 2016287 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was October 18, 2016, until the date the contract expires on October 17, 2019, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond October 17, 2021. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until October 17, 2019. The City Manager or designee, however, may renew the term of this Agreement for two (2)

one-year periods until the Cooperative Purchasing Agreement expires on October 17, 2019. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed five hundred twenty five-thousand dollars (\$525,000) for the entire term of the Agreement (initial term plus any renewals).

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

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

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

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

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

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

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

City of Glendale
c/o Vern Baker
6210 West Myrtle Avenue, Suit 111
Glendale, Arizona 8530
623-930-2679

and

Cannon & Wendt Electric Company, Inc.
c/o Gary McBride
4020 N. 16th St.
Phoenix, AZ 85020
602-769-0495

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

“City”

City of Glendale, an Arizona
municipal corporation

By: _____

Kevin R. Phelps
City Manager

“Contractor”

Cannon & Wendt Electric Company, Inc.,
an Arizona corporation

By: _____

Name: Shane Snyder
Title: Executive Vice President

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CANNON & WENDT ELECTRIC COMPANY INC.**

**EXHIBIT A
ELECTRIC SWITCHGEAR TESTING, MAINTENANCE & REPAIRS**



AGREEMENT PURSUANT TO SOLICITATION
CITY OF MESA CONTRACT NUMBER 2016287
ELECTRIC SWITCHGEAR TESTING, MAINTENANCE & REPAIRS

CITY OF MESA, Arizona ("City")


Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466 Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400 Mesa, AZ 85201
Attention	Kristy Garcia, CPPB, Procurement Officer
E-Mail	Kristy.Garcia@MesaAZ.gov
Telephone	(480) 644-5052
Facsimile	(480) 644-2655

AND

CANNON & WENDT ELECTRIC COMPANY INC., ("Contractor")

Mailing Address	4020 N. 16 TH St. Phoenix, AZ 85020
Delivery Address	4020 N. 16 th St. Phoenix, AZ 85020
Attention	Gary McBride, Project Manager/Field Supervisor
E-Mail	gmcbride@cannon-wendt.com
Telephone	(602) 769-0495
Facsimile	(602) 230-8464

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

 This agreement pursuant to solicitation ("Agreement") is entered into this 17th day of October, 2016, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and Cannon & Wendt Electric Company, Inc., an Arizona corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued solicitation number **2016287** ("Solicitation") for **ELECTRIC SWITCHGEAR TESTING, MAINTENANCE & REPAIRS**, to which Contractor provided a response ("Response"); and
- B. The City selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

- 1. **Term.** This Agreement is for a term beginning on **October 18, 2016** and ending on **October 17, 2019**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) one (1) year periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes.** Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
- 2. **Scope of Work.** The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.
- 3. **Orders.** Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement

4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.

- a. Agreement
- b. Exhibits
 1. Mesa Standard Terms & Conditions
 2. Scope of Work
 3. Other Exhibits not listed above
- c. Solicitation including any addenda
- d. Contractor Response

5. **Payment.**

5.1 **General.** Subject to the provisions of the Agreement, the City will pay Contractor a total amount, **including all companion Agreements**, a not to exceed sum(s) of **One Hundred Twenty-Five Thousand Dollars (\$125,000) annually** for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by Contractor, payable as set forth in **Exhibit B ("Pricing")** attached hereto and made a part hereof by reference.

5.2 **Prices.** All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

5.3 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the 60-day period prior to Contract expiration of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve-month change in the **Producer Price Index for Electrical contractors, nonresidential building work, PCU23821X23821X**, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

5.4 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation

demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

5.5 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of materials or services provided;
- h. If materials provided, the quantity delivered, pricing of each unit, and freight charges (as applicable);
- i. Applicable Taxes
- j. Total amount due.

5.6 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement. Otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

5.7 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

6. **Insurance.**

6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

- 6.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.
- 6.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.
- 6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 6.9 **Types and Amounts of Insurance**. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
- 6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
- 6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
- 6.9.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.
7. **Requirements Contract**. Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.
8. **Notices**. All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.

9. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
 - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
10. **Mesa Standard Terms and Conditions.** Exhibit C to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
11. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.
- Exhibits to this Agreement are the following:
- o (A) Scope of Work
 - o (B) Pricing
 - o (C) Mesa Standard Terms and Conditions
13. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
14. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.



By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

CANNON & WENDT ELECTRIC CO., INC.

By: _____

Digitally signed by Edward Quedens
DN: cn=Edward Quedens, o=City of Mesa, ou=Business Services Department, email=ed.quedens@mesaaz.gov, c=US
Date: 2016.10.18 12:23:08 -07'00'

[Handwritten signature of Edward Quedens]

Printed Name _____

Title _____

Date _____

By: _____

[Handwritten signature of Shane Snyder]

Printed Name _____

Title _____

Date _____

October 5, 2016

RECOMMENDED BY:

[Handwritten signature of Kristal Salcoz]
Procurement Officer

EXHIBIT A SCOPE OF WORK

1. **INTENT:** It is the intent of the City of Mesa to award a multi-term contract for Electrical Switchgear Testing and Services which shall provide the City with ongoing electrical system testing, inspection, evaluation, repair, and preventative maintenance. Service activities shall be coordinated and scheduled through the City of Mesa authorized representative. The City of Mesa authorized representative shall be kept informed of all activities and provided with written reports of acceptance testing performed on all new and repaired equipment.
2. **BACKGROUND:** The City of Mesa Water Resources Department (City) currently has three (3) Water Reclamation Plants, one (1) Water Treatment Plant, and multiple Pump Stations, Wells, and Lift Stations.
3. **SCOPE OF WORK:** Contractor(s) shall provide services to include inspection, testing, preventative maintenance, evaluation, estimates for repair, and repair or replacement of the City of Mesa's Electrical Distribution System Components located at the City's potable water and waste water facilities. These systems operate at voltages from 50 volts up to 12.5 kilovolts and include the following electrical components: switchgear, switchboards, liquid-filled transformers, metal enclosed busways, switches, circuit breakers, protective relays, grounding systems, motor controllers, motor control centers, DC battery systems, and transfer switches. Contractor(s) shall furnish all materials, parts, labor, tools, safety and test equipment to perform the stated services.

The intent of the electrical preventive maintenance testing is to ensure that all electrical equipment is operational within industry and manufacturer's tolerances and that equipment is installed and functioning in the system in the manner intended, thereby reducing hazards to life and property that can result from failure or malfunction of electrical equipment. The tests and inspections shall be performed in accordance with NETA Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems and/or ANSI/NETA Maintenance Testing Specifications for Electrical Power Distribution Equipment and Systems and/or NFPA 70B to ensure that equipment and systems are operational and within acceptable standards and manufacturer tolerances and to determine suitability for continued reliable operation. Should problems be identified, Contractor must be able to provide equipment repair services. Repair and replacement parts and equipment will be allowed on a cost plus percentage basis with prior authorization from the department representative.

4. **APPLICABLE CODES, STANDARD AND REFERENCES:**
 - A. All inspections and tests shall be in accordance with the following applicable codes and standards except as provided otherwise herein.
 - National Electrical Code - NFPA 70
 - National Electrical Manufacturer's Association - NEMA
 - American Society for Testing and Materials - ASTM
 - Institute of Electrical and Electronic Engineers - IEEE
 - American National Standards Institute – ANSI
 - State and local codes and ordinances
 - Insulated Power Cable Engineers Association - IPCEA
 - Association of Edison Illuminating Companies - AEIC
 - OSHA
 - National Fire Protection Association – NFPA 70B
 - National Fire Protection Association - NFPA 70E

- National Electrical Testing Association - NETA ATS & ANSI/NETA MTS
 - Approved Lockout/Tagout Policy – LOTO
- B. All inspections and tests shall utilize the following references:
- Facility design specifications
 - Facility design drawings
 - Manufacturer's instruction manuals applicable to each particular apparatus
5. **MULTIPLE AWARDS:** In order to assure that ensuing contracts will allow the City to fulfill current and future requirements, the City is awarding contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City.
6. **MINIMUM QUALIFICATIONS:**
- A. Contractor's (or their sub-contractor's) lead technical person shall be a registered professional engineer with a current valid NETA level 4 certification and at least five (5) years' experience reviewing and making recommendations for all types of electrical equipment when inspected, tested, maintained, or calibrated.
 - B. Contractor's (or their sub-contractor's) technicians shall have a NETA level 2 certification and at least five (5) years' experience in inspection, testing, maintenance, and calibration of all types of electrical equipment. Technicians shall be regularly employed, qualified staff and shall perform all electrical related work safely adhering to the guidelines established in the latest edition of NFPA 70E.
 - C. Contractor's (or their sub-contractor's) service personnel shall be skilled electrical journeyman with apprenticeship training and a minimum of five (5) years' journeyman experience. Service personnel shall be trained in OSHA requirements 1910.331-335 and NFPA 70E.
 - D. Service personnel working on medium voltage equipment shall have a minimum of three (3) years' training and experience in the maintenance and repair of medium voltage electrical equipment and shall be regularly employed by the bidder.
 - E. Contractor shall have current C-11, A, or A-17 AROC licensing and provide professionally trained technical personnel to perform and complete all services that are specified within.
7. **CONTRACTOR RESPONSIBILITIES:**
- A. Contractor shall have fully-trained and certified personnel capable of providing engineering, supervision, system evaluation and the appropriate troubleshooting services to the Owner.
 - B. Contractor shall perform all electrical related work safely adhering to the guidelines established in the latest edition of NFPA 70E.
 - C. Contractor shall be or use a National Electrical Testing Association (NETA) accredited firm; testing all major components in accordance with the latest NETA maintenance testing specifications. This testing will also comply with the manufactures instruction manuals and the latest edition of NFPA 70B. Suitability and calibration of the test equipment used shall meet the NETA maintenance testing specifications and be traceable to the National Institute of Standards and Technology (NIST).
 - D. Contractor shall furnish labor, equipment, and supplies necessary to maintain, repair, inspect, clean, adjust and lubricate electrical equipment, and replace defective parts in accordance with all the terms, conditions provisions, and specifications contained in this contract and manufacturer's recommended service schedules.
 - E. Services shall include all labor, transportation, supplies, materials, parts, tools, machinery, hoists, employee PPE, lubricants, supervision, overhead, and all other work and materials necessary under this agreement or reasonably inferred whether or not expressly stated herein.
 - F. Contractor shall furnish and install replacement parts both minor and major.
 - G. Contractor shall only provide parts meeting the original manufacturer's design and specifications.

- H. Items shall be available to the contractor locally and available to the contractor within the same day that repairs are performed.
 - I. Repair parts shall be new, suitable for their intended uses, and obtained from or recommended by original manufacturer of equipment. Equivalent parts may be used only if approved by the City of Mesa.
 - J. No parts or equipment may be removed from the Property without written approval from the City of Mesa. This does not include renewal parts stocked on site by Contractor, which shall remain Contractor's sole property until installed on the equipment.
 - K. Contractor shall provide the following Records and Reports:
 - 1) Scheduled and preventive maintenance program for electrical equipment.
 - 2) An accurate and complete record of all work performed including the following:
 - The date
 - The time
 - Labor hours
 - Description of the maintenance performed and actions taken to resolve the complaint
 - Date and time work is completed.
 - L. All repair work outside routine maintenance may not be started without authorization and must be scheduled with the City of Mesa authorized representative.
 - M. Services shall be performed safely in conformance with all provisions of this agreement, legal statutes, code requirements, applicable OEM specifications, OSHA, NFPA 70E, and City Policies.
 - N. Upon completion of the maintenance, tests, and inspections, a label shall be attached to all serviced devices. These labels must indicate the date serviced and the responsible contractor.
8. **RESPONSE AND REPAIR TIMES:** Below is listed the response and repair times the City would like to have achieved. Describe what your company can reasonably guarantee for response and repair times. If your times differ from what the City would like to achieve, please use the pricing pages so the difference in cost between your response and repairs times and what the City would like achieved.
- A. All calls for service must be responded to by phone the same day they are made.
 - B. Emergency calls must be acknowledged within thirty (30) minutes, with mobilization to jobsite within ninety (90) minutes.
 - C. Repairs should be completed within twenty-four (24) hours. Repairs requiring more than twenty-four (24) hours should be brought to the attention of the City of Mesa authorized representative.
9. **SUBMITTALS:** No later than fourteen (14) days after testing completion, Contractor shall furnish a total of four (4) copies of test results: two (2) hardcopies and two (2) softcopies (preferably CD's). All four (4) copies shall be delivered directly to the Department representative. The test report shall include the following:
- Summary of EPM (Electrical Preventive Maintenance) work scope
 - Description of equipment tested
 - Description of test
 - Test results
 - Conclusions and recommendations made and sealed by a registered professional electrical engineer
 - Appendix, including appropriate test forms
 - List if test equipment used and calibration date
 - Recommendations for preventative maintenance tasks and frequency for tested equipment

10. **SAFETY AND PRECAUTIONS:**

Contractor shall have sole responsibility for means, methods, techniques, procedures, and safety precautions in connection with performance of these services and is responsible for the supervision and execution of services by its employees. All tests shall be performed with apparatus de-energized except when approved by Department representative for thermal imaging and load studies. Power circuits shall have conductors shorted to ground by a hotline grounded devices approved for the purpose.

In all cases, work shall not proceed until the safety representative and the Department representative have determined it is safe to do so. Contractor shall provide protective barriers and warning signs, where necessary, to conduct specified tests safely. Contractor shall adhere to local, state, and national regulations including OSHA, NFPA 70-E requirements, state and local safety operating procedures, including approved lockout/tagout policies, and generally accepted safety procedures.

Unless otherwise requested by the contractor, it will be assumed that the contractor has copies of the manufacturer's instruction manuals for the electrical equipment to be tested. The contractor shall be responsible for implementing all final setting and adjustments on protective devices and electrical equipment in accordance with owners/engineer's specified values when implementing a new protective device coordination study.

11. **REPAIR & REPLACEMENT PARTS AND EQUIPMENT:**

- A. Repair parts quoted shall be OEM or City of Mesa pre-approved manufacturer.
- B. The City may choose to purchase replacement units from the Vendor. The price to be paid to the Contractor by the City will be the billed at Manufacturer's List Price less the percentage discount offered on the pricing sheet.
- C. Awarded Contractor(s) shall provide the current MSRP reference material (catalog or website) for each brand of equipment offered within ten (10) days of award notification.
- D. The Contractor is responsible for furnishing the City with the current MSRP reference material annually or when it is updated.
- E. The City reserves the right to purchase equipment directly from the manufacturer or from other Vendors if it is in the City's best interest to do so.
- F. If Contract is awarded to more than one Vendor, equipment and installation may be competitively quoted among the awarded Vendors to achieve deeper discounts.

12. **WARRANTY:**

- A. Contractor shall warrant that all equipment and parts furnished as new under this contract are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered.
- B. Contractor shall warrant that all rebuilt or repaired equipment and parts furnished under this contract meet manufacturer's specifications and are free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered.
- C. Warranty shall include accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the Vendor's liability as stated herein.
- D. Contractor shall warrant all labor involved in the repair or installation for a period of one (1) year from the date the repair is completed or equipment is installed.

13. **REPAIR QUOTATIONS:**
- A. A written quote shall be submitted by the Contractor prior to acceptance and issuance of a Delivery order. The written quote shall itemize parts and services on a line by line basis that match with the proposal submittal.
 - B. The Contractor agrees to establish, monitor, and manage an effective agreement administration process that assures compliance with all requirements of the agreement. In particular, the Contractor agrees not to provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by agreement revision properly executed and issued by the City.
 - C. Any items provided in excess of that stated in the agreement shall be at the Contractor's own risk. Contractor shall decline verbal requests to deliver items in excess of the agreement.
14. **ACCEPTANCE OF SERVICES:**
- A. Acceptance of the services pursuant to the executed agreement shall be made by the City by issue of Delivery Order(s). The Delivery Order(s) will be furnished to Contractor via facsimile, e-mail, or telephone. If the Delivery Order is given verbally, the City Department that issued the Delivery Order will transmit a confirming Delivery Order document to the Contractor within five (5) workdays of the date the verbal Delivery Order is given.
 - B. Contractor is prohibited from supplying materials or services that are not authorized by a Delivery Order at the time of provision. The Contractor agrees that the City accepts no responsibility regarding this agreement for control or payment for materials or services not documented by a City Delivery Order.
15. **COMPENSATION AND PAYMENT:**
- A. Contractor shall submit Invoices to the location and entity defined by the City's Delivery Order. All Invoice documents shall reference the City's Delivery Order number under which the services were ordered.
 - B. Invoices shall itemize the parts and labor required for the repair. The City's financial software system must code parts separately from labor. Invoices should match quoted pricing as well as proposal pricing. Invoices that include line items or unit prices that do not match those submitted for this proposal may be returned to the Contractor unprocessed for correction.
 - C. Standard payment terms are Net 30 days from the date of valid invoice document and shall not commence until Contractor's Invoice is received and verified by City Financial Operations. The Delivery Order issued to accept Contractor quote will define the not to exceed amount of the agreement. Contractor shall not accept orders, or provide services or products that cumulatively exceed that amount.
 - D. Unless otherwise stipulated by this agreement or the City's order, all pricing shall be F.O.B. Destination with Freight Prepaid and Allowed ("F.O.B. Destination"), delivered to and unloaded at the destination(s) defined by the Delivery article of this agreement or accepted Order for services or products and all freight cost shall be included in the offered Unit Price. Although State and City sales tax are paid when applicable and invoiced, taxes should not be included in the unit price of this solicitation.
 - E. Price Warranty - Seller shall give the City benefit of any price reduction before actual time of shipment. Sellers agree that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities.

- F. No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement. The City shall not be responsible for Contractor inventory or order commitment.
- G. Unit Prices offered shall include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation which includes the Instructions to Bidders, Standard Terms and Conditions and Offer Agreement. No payments will be made for items not included in the agreement.

**EXHIBIT B
PRICING**

Pursuant to all the contract specifications enumerated and described in this solicitation, Contractor agrees to furnish Switchgear Inspection, Testing and Repairs to the City of Mesa at the price(s) stated below.

- 1** **Inspection and Testing.** Provide a quote to do the following work on the equipment listed above within a 12-hour de-energized window providing all materials, parts, labor, tools, safety and test equipment. The Contractor will also be responsible for any power and lighting needs during this time. List specifics on how many and what personnel would be used, how many hours this would take and the price per hour for each person used.

A	Visual and Mechanical Inspection	\$1,620
	<ul style="list-style-type: none">+ Clean and vacuum the entire switchgear inside and out.+ Verify tightness of accessible bolted bus connections with a calibrated torque wrench.+ Verify tightness and condition of accessible wire and cable terminations.+ Verify that all maintenance devices are available for servicing and operating the breakers.+ Inspect complete breaker including operating mechanism and arc chutes for physical damage.+ Check breaker cell fit and alignment, and operations.+ Vacuum and clean the cell and breaker.+ Inspect moving and stationary contacts for condition and alignment.+ Perform all mechanical operator and contact alignment tests on both the breaker and its operating mechanism in accordance with manufactures instructions.+ Verify racking mechanism operation.+ Verify appropriate lubrication on moving current-carrying parts and on moving sliding surfaces.+ Verify and adjust as needed the protective device settings from the latest owner provided coordination study.+ Document and provide reports for all inspections, findings, acceptance testing, changes or repairs made to breakers or switchgear and recommended preventative maintenance tasks and frequency.	
B	Electrical Test	\$9,780
	<ul style="list-style-type: none">+ Perform an insulation resistance test on the switchgear at 1000 VDC for each bus section, phase to phase, and phase to ground for one minute.+ Measure breakers contact resistance. + When applicable, check the following breaker functions using primary current injection:<ul style="list-style-type: none">+ Measure long-time pickup and delay.+ Measure short-time pickup and delay.+ Measure ground-fault pickup and delay.+ Measure instantaneous pickup.	

- + Verify correct breaker operation of any auxiliary features such as trip and pickup indicators, electrical close and trip operation, trip-free, and trip unit battery condition. Reset all trip logs and indicators.
- + Perform a breaker insulation resistance test at 1000 VDC from phase to phase and from each phase to ground with breaker closed and across open contacts of each phase.
- + Document and provide reports for all inspections, findings, acceptance testing, changes or repairs made to breakers or switchgear and recommended preventative maintenance tasks and frequency.

2 Repair Parts:

Percent markup for repair parts, purchased by the CONTRACTOR:

15%

- + Parts to be fabricated by contractor shall be quoted before use in repairs for City of Mesa.
- + No markups will be paid on delivery charges (freight) for parts shipped to CONTRACTOR or for unauthorized outside labor.
- + CONTRACTOR shall provide evidence of purchased price for all repair parts to be marked up, immediately upon request.

3 Other Pricing: **No fuel surcharges will be accepted.**

Prices must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, tools, equipment, travel, mobilization, demobilization:

Hourly Rates:

A Foreman Labor rates including Truck & Equipment

Straight Time while on-site	\$85.00/hour
Weekend, After Hours while on-site	\$127.50/hour
Holiday Hours while on-site	\$170.00/hour

B Journeyman Labor rates including Truck & Equipment

Straight Time while on-site	\$75.00/hour
Weekend, After Hours while on-site	\$112.50/hour
Holiday Hours while on-site	\$150.00/hour

C Journeyman Labor rates

Straight Time while on-site	\$65.00/hour
Weekend, After Hours while on-site	\$97.50/hour
Holiday Hours while on-site	\$130.00/hour

D Apprentice Labor rates

Straight Time while on-site	\$45.00/hour
Weekend, After Hours while on-site	\$67.50/hour
Holiday Hours while on-site	\$90.00/hour

4 **Percentage Off Manufacturer's List Price for Essential Equipment, Materials and Parts**

Manufacturer	% Off MSRP
Square D / Schneider	50%
Challenger	25%
Cutler Hammer	25%
Federal Pacific	N/A
General Electric	25%
Siemens/ITE	25%
Westinghouse	N/A
Zinsco	N/A
ABB	25%

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution,

dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
 - i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
 - ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it 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 represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.
11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
- 12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.
- 12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
16. **DEFAULT.**
- a. A party will be in default if that party:
- i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
- ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;


- iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
 - iv. Fails to carry out any term, promise, or condition of the Agreement.
 - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
 - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
 - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate

the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION/LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.
 - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.
- Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.
26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose

performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

- 
38. **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

The City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CANNON & WENDT ELECTRIC COMPANY INC.**

**EXHIBIT B
Scope of Work**

PROJECT

In accordance with the terms and conditions of this Agreement and City of Mesa Contract No. 2016287, Cannon & Wendt Electric Company, Inc. shall provide electrical system testing, inspection, evaluation, repair and preventative maintenance services city-wide on an as-needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CANNON & WENDT ELECTRIC COMPANY INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is in accordance with Section 3 of this agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$525,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay Contractor compensation in accordance with the rates as set forth in the City of Mesa Contract, No. 2016287, electrical system testing, inspection, evaluation, repair and preventative maintenance services city-wide on an as-needed basis.



Legislation Description

File #: 17-165, Version: 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH SOUTHWEST AVIAN SOLUTIONS, LLC, FOR BIRD REPELLANT SERVICES

Staff Contact: Michelle Woytenko, Deputy Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into Amendment No. 1 to the Linking Agreement with Southwest Avian Solutions, LLC, Contract No. C-10248, for an increase of \$200,000, for a total not to exceed amount of \$248,000, for the entire term of the Agreement, and to extend the term through January 31, 2018, for Bird Repellant Services. This request also authorizes the City Manager to renew the Agreement, at the City Manager's discretion, for an additional three, one-year renewals.

Background

Facilities Management staff oversees 3.5 million square feet of city facilities dispersed over 55 square miles throughout the city. This Amendment will allow Facilities Management to continue to adequately provide bird repellant services to city owned buildings and structures.

Southwest Avian Solutions, LLC was awarded a bid by Maricopa County, Contract No. 14117-S, for Bird Repellant Services on February 12, 2015, is effective through January 31, 2018, and includes an option to renew the contract for an additional three, one-year renewals, allowing the contract to be extended through January 31, 2021.

On September 2, 2015, the city entered into a Linking Agreement for bird repellant services with Southwest Avian Solutions, LLC, Contract No. C-10248, in amount not to exceed \$48,000.

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

The request to increase the total compensation will adequately provide material and services to install bird devices that deter nesting and roosting to city facilities and structures.

Community Benefit/Public Involvement

Providing bird repellent services to city facilities is necessary for the safety and comfort of employees who work at and individuals who visit these public facilities.

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2016-17 Operating and Maintenance budgets for the various city departments. The increase in expenditures with Southwest Avian is \$200,000 for the entire term of the Agreement, contingent upon Council budget approval.

Cost	Fund-Department-Account
\$200,000	Various

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 1
TO
THE LINKING AGREEMENT
WITH SOUTHWEST AVIAN SOLUTIONS, LLC
(Maricopa County Contract No. 14117-S, Contract No. C-10248)

This Amendment No. 1 (“Amendment”) to the Bird Repellant Services (“Agreement”) is made this _____ day of _____, 2017, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Southwest Avian Solutions, LLC, an Arizona limited liability company authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Southwest Avian Solutions, LLC (“Contractor”) previously entered into Linking Agreement, Contract No. C-10248, dated September 2, 2015 (“Agreement”); and
- B. The original Maricopa County Contract, Contract No. 14117-S had an initial two year term beginning February 12, 2015 through January 31, 2017 with the option to extend an additional four (4) years in one-year increments until the Cooperative Purchasing Agreement expires on January 31, 2021; and
- C. The Maricopa County Contract, Contract NO. 14117-S, as amended, expires on January 31, 2018; and
- D. 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 February 1, 2017 through January 31, 2018, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
- 3. **Scope of Work.** The scope of work remains the same.
- 4. **Compensation.** Section 3 of the Agreement is modified and amended as follows:

3.B Compensation. Contractor's compensation for the Project, including those furnished by its Subcontractors will not exceed \$248,000 over the entire term of the agreement (initial plus any extensions)

5. **Insurance Certificate.** Current certificate will expire on February 17, 2018 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
9. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

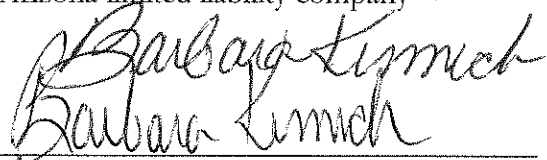
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Southwest Avian Solutions, LLC
an Arizona limited liability company



By: Barbara Kimmich

Its: Member

SERIAL 14117-S BIRD REPELLANT SERVICES

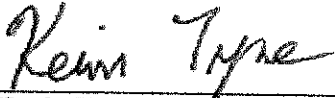
DATE OF LAST REVISION: January 26, 2017 CONTRACT END DATE: January 31, 2018

CONTRACT PERIOD THROUGH JANUARY 31, 2017-2018

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **BIRD REPELLANT 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 **February 12, 2015**.

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.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

LA/zs
Attach

Copy to: Office of Procurement Services
 Don Jeffery, Facilities Management

(Please remove Serial 08118-S from your contract notebooks)

SOUTHWEST AVIAN SOLUTIONS LLC, 20118 N. 67TH AVE., #300-122, GLENDALE, AZ 85308

COMPANY NAME: Southwest Avian Solutions LLC

DOING BUSINESS AS (DBA) NAME: _____

MAILING ADDRESS: 20118 N 67th Ave #300-122, Glendale, AZ 85308

REMIT TO ADDRESS: 20118 N 67th Ave #300-122, Glendale, AZ 85308

TELEPHONE NUMBER: 602-942-6550

FACSIMILE NUMBER: 866-616-8438

WEB SITE: www.pigeonbirdcontrol.com

REPRESENTATIVE NAME: Jeff Kimmich

REPRESENTATIVE TELEPHONE NUMBER: 602-942-6550

REPRESENTATIVE E-MAIL: swaviansolutions@cox.net

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
PAYMENT TERMS:			
<input checked="" type="checkbox"/> 2% 10 DAYS NET 30 DAYS			

1st Call

Title	Unit Price	UofM	Description
Labor: Regular Business Hours	\$45.00	hour	
Labor: After Hours	\$45.00	hour	
Labor: Weekends & Holidays	\$45.00	hour	

BAT CONTROL SERVICES

Title	Unit Price	UofM	Description
Labor: Regular Business Hours	\$45.00	hour	
Labor: After Hours	\$45.00	hour	
Labor: Weekends and Holidays	\$45.00	hour	

ADDITIONAL CHARGES

Title	Unit Price	UofM	Description
Parts, Components, and Materials	5.00%	each	Cost Plus Percentage Markup for any Parts, Components and Materials outside the scope of work.

SOUTHWEST AVIAN SOLUTIONS LLC, 20118 N. 67TH AVE., #300-122, GLENDALE, AZ 85308

PRICING SHEET: NIGP CODES 87567, 91059, 98872

Terms:	2% 10 Days Net 30 Days
Vendor Number:	20110045920VC0000004391
Certificates of Insurance	Required
Contract Period:	To cover the period ending January 31, 2017 2018.

BIRD REPELLANT SERVICES**1.0 INTENT:**

The intent of this Invitation for Bid is to establish responsive/responsible contractors to install bird devices that deter nesting and roosting on County buildings, bridges, and other structures owned by Maricopa County.

Any County department may use this contract. The Facilities Management Department is not responsible for contract administration of this contract when services are requested by other County agencies.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.29 and 3.308, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SPECIFICATIONS:

2.1 The following types of bird control systems will be considered:

2.1.1 NETTING:

2.1.1.1 Constructed of knotted polyethylene with a mesh size no greater than 2" (two inches). Netting material must be UV protected, rot proof, and flame resistant. Must be available in an array of colors. Similar types, but not as specified, may be substituted if approved by the County.

2.1.2 SPIKES, PLASTIC:

2.1.2.1 Constructed of plastic. Plastic must be UV protected. One-piece construction. Multiple angled spikes. Non-flexible for bird weight. Available in several widths and an array of colors. Similar types, but not as specified, may be substituted if approved by the County.

2.1.3 SPIKES, PLASTIC/METAL:

2.1.3.1 Constructed of a plastic base with stainless steel spikes. Plastic must be UV protected. Available in several widths. Radically bendable for curves. Multiple angled spikes. Similar types, but not as specified, may be substituted if approved by the County.

2.1.4 CHAIN:

2.1.4.1 Constructed of a plastic base with stainless steel spikes. Plastic to be UV protected. Spikes are single inline vertically positioned. Can be shaped into a multitude of various formations, as spike base is pivotal. Similar types, but not as specified, may be substituted if approved by the County.

2.1.5 PIN AND WIRE:

2.1.5.1 Electrical system. Stainless steel, spring-tension with wire mounted to a post. The system utilizes a high voltage low current electrical pulse generator. Similar types, but not as specified, may be substituted if approved by the County. Similar types, but not as specified, may be substituted if approved by the County.

- 2.1.6 PIN AND WIRE:
- 2.1.6.1 Non-electrical system. Low profile, low visibility. Multiple stretches of various heights (more than two) of nylon coated steel or stainless steel wire, tensioned between pins. Similar types, but not as specified, may be substituted if approved by the County.
- 2.1.7 OTHER:
- 2.1.7.1 Based on unusual locations and/or difficult areas to access, other types of bird deterrent systems not listed but may be necessary. It is anticipated the percentage of 'other' systems will be miniscule.
- 2.2 The scope of work will consist of installing bird control systems on County buildings.
- 2.3 All new installation work to be project quoted. Repair work based on time and materials.
- 2.4 Machinery/equipment that will be considered as additional cost and used indirectly to the repair of bird control systems will allowed an administrative mark-up cost of five percent (5%) for Time and Materials work. The invoice from the rental firm must be attached to the Contactor's invoice.
- 2.5 All systems listed in the §1.0 Intent are a non-lethal approach to bird control and must integrate critical factors including landscaping, climate, regulatory requirements, safety, and other potentially sensitive areas.
- 2.6 Maricopa County shall determine what type of bird control system the building will require, and schedule a site meeting for all contract awardees who specialize in that system. If it is determined by the contractor(s) and the County that a different bird control system (or a combination of types) could more effectively used other than those listed in the Intent, the agreed-upon system(s) will then be price-quoted to all vendors under this agreement.
- 2.7 HOURS OF SERVICE:
- 2.7.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.
- 2.7.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.
- 2.7.3 WEEKENDS are anytime Saturday or, Sunday.
- 2.7.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).
- 2.7.5 Services shall be available 24/7, 365 days per year.
- 2.7.6 Contractor shall provide 24/7; 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt.
- 2.7.7 Contractor shall be permitted to access and work consecutive days (including weekends and holidays) once the work has commenced. This must be coordinated with Facilities Management staff or the User Agency making the request.
- 2.8 If the surface the bird system is to be installed has bird droppings, the Contractor shall prepare the surfaces of the building via intensive cleaning prior to installing the bird system.
- 2.9 After cleaning, Contractor to supply, install, and makes functional the bird system.
- 2.10 Installation of the bird control system must follow historical guidelines where applicable. Any bird control system on any structure that is considered historical in nature shall be reviewed by the Historical Preservation Committee. The Contractor shall ensure the proposed system will not harm the exterior of an historical building in writing.

- 2.11 Method of installation (screws, adhesive, nails, etc.) shall be discussed between the contractor and the County prior to installation.
- 2.12 If pin and wire electrical system is requested, the County will be responsible to provide the AC electrical source. Solar powered generators are not to be used unless specifically requested by the County.
- 2.13 All chemicals used for cleaning/sanitation shall have MSDS sheets supplied to the County prior to commencement of job project.
- 2.14 Machinery or equipment that will be considered as additional cost and used indirectly to the application of the bird system as, but not limited to:
 - 2.14.1 Man lifts
 - 2.14.2 Swing stage
 - 2.14.3 Bucket truck
 - 2.14.4 These items (and other approved equipment), if rented from a rental contractor, will be allowed the rental charge plus an administrative mark-up cost not to exceed five percent (5%). If owned, the equipment shall be charged per the bid rate on the Contractor's pricing page.
 - 2.14.5 All aerial lift operators shall have training that meets or exceeds all OSHA, ANSI and State Regulations (Refer to §2.14.9).
- 2.15 Project Work and Time & Materials:
 - 2.15.1 Project work shall mean work performed, which, in the best interest of the County, would be more advantageous to be performed as "all inclusive" as opposed to time and materials. Each of the contractors assigned to this contract shall be provided a request for project quote containing a detailed Scope of Work. As such, each contractor MUST submit a response, with award granted to the lowest quote for the project. Contractors are not to submit their own project quote sheets (exceptions: if the contractor's quote sheet has no terms and conditions and no provisions for a signature from the County). If the Contractor's quote sheet contains any of the aforementioned, only County letterhead quote sheets will be acceptable. All terms and conditions are only those established under this agreement. All additional labor charges outside the Scope of Work for projects are those labor rates established on the Contractor's pricing page.
 - 2.15.2 A construction tax may be applied to the total project cost. This is calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project work. If project work, do not itemize labor, materials, rented equipment, or other costs.
 - 2.15.3 After a site visit of the project, all contractors listed under this contract must submit the project quote sheet back to the County within the specified time frame, either with acceptance and a firm price; or decline with a written reason as to why the project was declined. Contractors who have declined project work a minimum of three times during a six-month period shall be required to attend a meeting with the Office of Procurement Services Department and FMD to discuss consideration for default of contract as this is indicative of the Contractor's desire not to do business with the County.
 - 2.15.4 The submitted project price quote is to be all-inclusive. This to include all labor, materials, rented equipment, swing stages, man lifts, or any other type of equipment/tools necessary to perform the project. Any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or

County user agency if request was made by them) prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment. ALL contractors are to have an equal opportunity to quote on project work.

- 2.15.5 Any delays to the project through unassociated administrative or security concerns by the County, causing the Contractor to incur additional costs, shall immediately be brought to the attention of the FMD project manager for proper documentation. These additional costs may be added to the quoted project price as a separate line item on the invoice.
- 2.15.6 Dependent upon the complexity/nature of the project, a predetermined and/or pre-identified site meeting may be held to ensure all contractors are aware of important issues regarding the project.
- 2.15.7 Contractors shall be compensated for additional work requested by the County that is not detailed in the scope via the labor rates bid in Attachment A, PRICING.
- 2.15.8 This contract may also be used for time and materials work (under \$5,000) and priced per hour as bid in the pricing section. The threshold from time and materials to project work shall be \$5,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is firm fixed. Exceeding this amount requires written approval from the County.
- 2.15.9 Each bidder shall be ranked as first call, second call, third call, and so on for time and materials according to the specific system they have proposed. The contractor of record having the lowest labor bid shall be called first by the requesting department for time and materials service. If the vendor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. The County must document this via a rank call log. Consistent decline of service requests by a vendor or consistent non-compliance with response time specifications shall cause the County to review the file and a determination made for default of contract.
- 2.15.10 Guarantee Against Deterioration:
Bird control products made of plastic, polyethylene, or any other non-metal materials must be UV stabilized and guaranteed not to deteriorate for a minimum of five (5) years after acceptance of the system by the County. If deterioration occurs during the five-year period, the contractor shall replace such product(s) at no additional cost to the County, which shall include the cost of all materials, equipment, and labor.
- 2.15.11 The minimum five (5) year warranty period shall not apply to polyethylene netting in colors other than black. For colors other than black, the manufacturer's standard warranty shall apply.
- 2.16 SPECIAL REQUIREMENTS:
- 2.16.1 All system electrical work for pin and wire systems (or other electrical-type systems) shall comply with the requirements of the applicable edition of the National Electric Code, State and Local building codes.
- 2.16.2 In the event the work performance of the Contractor is not satisfactory, the Contractor will be notified and be given four (4) days to correct the work. Labor for all rework will be at no cost to the County.
- 2.16.3 A Maricopa County background check will be a requirement for all employees of Contractor's staff providing services to the County. This is essential due to the need to access areas within the County such as detention facilities, court buildings, and many other restricted areas. The County shall incur the cost for this option.

- 2.16.4 The Contractor shall have the ability and appropriate Federal and State permits to survey for the presence of target wildlife species; humanely capture and remove target wildlife species to other suitable habitat or a licensed wildlife rehabilitation facility, and when appropriate, relocate wildlife into new habitat areas. The Contractor may assist the Using Agency in meetings and negotiations with regulators, property owners, potential responsible parties, and other interested parties, including the general public. The applicable Permits and Licenses that may be required for the services listed above may include but are not limited to
- 2.14.4.1 U.S. Fish and Wildlife Service Permits such as those for Take, Transport, Rehabilitation, Possession for Education (Dead or Alive), Bird Banding, etc.
 - 2.14.4.2 Arizona Game and Fish Department Licenses such as a Scientific Collection License, Trapping License, Wildlife Rehabilitation License, Wildlife Services License, etc.
- 2.16.5 Contractor shall be responsible to obtain all required licenses and permits when and where applicable. Contractor must comply with all Arizona Statutes, and must hold a current State of Arizona, Structural Pest Control Commission license for General Pest, Category B1.
- 2.16.6 A copy of the Qualifying Party (QP) card for the license holder and a copy of the Category B1 license must accompany bid package. Licensed contractors may subcontract providing the County is notified in writing. The subcontractor must comply with all the conditions set forth in this contract.
- 2.16.7 Contractor's staff or sub-contractor's staff who will be utilized in the installation of the bird control system must hold Certification by the Office of Pest Management. The Contractor will be required to show proof of certification prior to commencement of work.
- 2.16.8 The Contractor shall perform the work in a way to minimize disruption to the normal operation of the building tenants. Upon completion of the work, the Contractor is responsible for cleaning and removing all debris, materials, and equipment associated with the work performed. Debris not to be placed into County trash containers.
- 2.16.9 The Contractor and their employees shall exercise safe industry work practices. All work shall be in compliance with appropriate OSHA, Federal, State, County, and local municipalities' ordinances and regulations. Chemicals shall be transported in containers, which will ensure proper protection to the job site, and must be properly labeled.
- 2.16.10 The Contractor shall be required to perform the specifications, install the bird control system, and supply a warranty on their own merit without subcontracting to another contractor.
- 2.16.11 Employees Of The Contractor:
- No one except authorized employees of the Contractor is allowed on the premises of Maricopa County buildings. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other persons unless said person is an authorized employee of the Contractor.
- 2.16.12 Removal Of Contractors Employees
- The Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work. The County may require that the Contractor remove from the job site covered by the contract employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of the County.

3.0 FACILITIES MANAGEMENT REQUIREMENTS

3.1 RESPONSE TIMES:

- 3.1.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYS, Contractor shall respond on-site within four (4) hours of receipt of a service request.
- 3.1.2 If the request is designated by the County as an EMERGENCY, the contractor shall respond on-site within two hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY.

3.2 TRIP CHARGE:

Trip charges are permitted when time and material work is requested at the following sites only:

- 3.2.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)
- 3.2.2 County offices located in Gila Bend, AZ
- 3.2.3 County offices located in Buckeye, AZ
- 3.2.4 County offices located in Aguila, AZ
- 3.2.5 Only one trip charge may be charged per service call.
- 3.2.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge. The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.

3.3 CONTRACTOR REQUIREMENTS:

- 3.3.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.
- 3.3.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.
- 3.3.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.
- 3.3.4 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:
 - 3.3.4.1 Shirt/blouse
 - 3.3.4.2 Vest
 - 3.3.4.3 Cap
- 3.3.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- 3.3.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.

3.3.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.

3.4 BUILDING SECURITY (KEYS):

3.4.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:

3.4.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re-key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.

3.4.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.

3.4.4 The Contractor shall notify FMD within twenty-four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.

3.4.5 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.

3.5 SALVAGE:

Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.

3.6 CONTRACTOR EMPLOYEE BACKGROUND CHECK:

A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.

3.7 PROJECT WORK:

Inquiries may be submitted by telephone or at the time of walk through but must be followed up in writing. No oral communication is binding on Maricopa County. Any changes to the original specification must be acknowledged in writing as part of the response to the solicitation/quote.

4.0 PURCHASING REQUIREMENTS:

4.1 ACCEPTANCE:

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

4.2 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

4.3 BACKGROUND CHECK:

Bidders/proposers need to aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

4.4 INVOICES AND PAYMENTS:

4.4.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

4.4.2 Invoices are required to contain the following information:

- Company name, address and contact
- County bill-to name and contact information
- Building Name and Building Number
- County purchase order number
- Maximo (FMD) service call number
- Invoice number and date
- Date of service or delivery
- Description of Purchase (services performed)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time
- Total Amount Due

4.4.3 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

4.4.4 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 (<http://www.maricopa.gov/Finance/Vendors.aspx>).

4.4.5 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.

4.5 APPLICABLE TAXES:

4.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

4.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract, it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.5.3 **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 Maricopa County 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.

4.6 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

4.7 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.

4.8 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

4.9 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please state so** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

4.10 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

4.11 VOLUNTARY EMPLOYEE DISCOUNTS

4.11.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

4.11.2 Any discount offered is part of a commercial transaction between the contractor and individual County employees and the County is not a party to the transaction. Any disputes or issue that arises from an individual commercial transaction between the contractor and an individual County employee is a matter between the contractor and the employee. If a discount is offered, the terms will be announced to County employees.

5.0 CONTRACTUAL TERMS & CONDITIONS:

5.1 CONTRACT TERM:



This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of two (2) years.

5.2 OPTION TO RENEW:



The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of Four (4) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least thirty (60) calendar days prior to the expiration of the original contract term.

5.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, 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.

5.4 FUEL COST PRICE ADJUSTMENT:

5.4.1 This provision provides for limited increased or decreased costs of motor fuels (fuels) used to perform services under this Contract. This provision does not apply to burner fuel (i.e. propane, natural gas, fuel oil, used motor oil). It applies to motor fuel only. Fuel cost adjustments may be either positive or negative. A positive fuel cost adjustment will result in an increase in payments to Contractor while a negative fuel cost adjustment will result in a decrease in payments to Contractor.

5.4.2 This provision is intended to minimize risk to both parties to this Contract due to fuel cost fluctuations that may occur during the term of this Contract. This provision is not designed to estimate actual quantities of fuel used in providing services under this Contract, but to provide a reasonable basis for calculating a fuel cost adjustment based on average conditions.

5.4.3 Application of this provision will come into effect upon Contractor submittal of a fuel cost adjustment request. A request may be submitted only when the increased cost of fuel, established as a percentage of total contract price (base fuel cost) upon award of this Contract, exceeds ten (10%) percent of the base fuel cost. The Contractor may request a fuel surcharge no more than four (4) times annually, during the month(s) of March, June, September and December. The request must be submitted no later than the tenth (10th) of the month. Any surcharge shall be effective the first of the following month after receipt and approval. The date of County approval of a fuel cost adjustment request shall become the base date for any future Contractor adjustment requests.

5.4.4 Contractor shall include, as part of its price bid, the percentage of total contract price fuel represents (e.g., fuel cost equals 10% of Contractor cost) (see also, Attachment A, Vendor Information). This percentage will represent and establish the base fuel cost for this Contract. The base fuel cost shall be established as the due date for submission of proposals for this Contract. All subsequent fuel cost adjustments shall be based upon the date the County approves a Contractor's request for fuel cost adjustment (e.g. fuel cost adjustment approved by County on January 1, 2006, January 1, 2006 becomes base date for any next Contractor request for adjustment).

- 5.4.5 Fuel Cost Application Requirement. The Contractor must provide documentation including type of motor fuel and fuel invoices with price of the fuel used in providing services under this Contract, from the month bids were due and the month of the cost adjustment request, with any fuel cost adjustment application. The fuel cost adjustment application must be completed with all applicable data, and signed by the Contractor. Any cost adjustment will be calculated by the County by using the bureau of Labor Statistics, Producer Price Index for Gasoline – WPU0571 and #2 Diesel Fuel – WPO57303 (<http://data.bls.gov/cgi-bin/surveymost?wp>).
- 5.4.6 The fuel surcharge shall be based on the current quarterly index of the West Coast (PADD5) Diesel (On-Highway)-All Types or Reformulated Areas Gasoline compared to the previous quarterly index period as reported on the Energy Information Administration (EIA) website: <http://www.eia.doe.gov/>
- 5.4.7 The computation of the fuel surcharge amount shall be determined as follows:
- 5.4.7.1 The fuel cost component from Attachment A (vendor information) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.
- 5.4.7.2 Upon agreement by the County to the surcharge, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment.
- 5.4.7.3 The surcharge shall be added as a separate line item to the invoice.

5.5 INDEMNIFICATION:

- 5.5.1 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 Contractor's 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.
- 5.5.2 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.
- 5.5.3 The scope of this indemnification does not extend to any claim, damage, loss, or expense resulting from the sole negligence of County.

5.6 INSURANCE:

- 5.6.1 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 B++. 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.
- 5.6.2 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.

- 5.6.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 5.6.4 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.
- 5.6.5 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.
- 5.6.6 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.
- 5.6.7 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.
- 5.6.8 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.
- 5.6.9 The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 5.6.10 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- 5.6.11 Commercial General Liability:
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 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.
- 5.6.12 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 \$2,000,000 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.

5.6.13 Workers' Compensation:

5.6.13.1 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.

5.6.13.2 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.

5.6.14 Errors & Omissions:

If necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$2,000,000 for each claim.

5.6.15 Environmental/Pollution:

Contractor shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$2,000,000 for each occurrence with a \$4,000,000 Products/Completed Operations Aggregate and a \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations, environmental and pollution damage, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract.

5.6.16 Certificates of Insurance:

5.6.16.1 Prior to Contract Award, 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 (see Exhibit 2), 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.

5.6.16.2 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.

5.6.16.3 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.

5.6.17 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.

5.7 ORDERING AUTHORITY:

5.7.1 Any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

5.8 REQUIREMENTS CONTRACT:

- 5.8.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.
- 5.8.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.
- 5.8.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

5.9 SUSPENSION OF WORK:

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

5.10 STOP WORK ORDER:

The Procurement Officer 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 a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. 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. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

- 5.10.1 Cancel the stop-work order; or
- 5.10.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.
- 5.10.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

5.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

5.12 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 5.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 5.12.2 Make progress, so as to endanger performance of this contract; or
- 5.12.3 Perform any of the other provisions of this contract.
- 5.12.4 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

5.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any 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.

5.14 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 of the contract.

5.15 SUBCONTRACTING:

- 5.15.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.
- 5.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

5.16 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.

5.17 ADDITIONS/DELETIONS OF SERVICE:

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.

5.18 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

5.18.1 In accordance with section MCI 371 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.

5.18.2 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.

5.18.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

5.19 VALIDITY:

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 the Contract.

5.20 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

5.21 RELATIONSHIPS:

5.21.1 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

5.21.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

5.22 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR

shall not discriminate against any employee, client or any or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

5.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

5.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

5.23.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

5.23.1.2 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;

5.23.1.3 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

5.23.1.4 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.

5.23.2 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.

5.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

5.24.1 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.

5.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.24.1 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.

5.25 CONTRACTOR LICENSE REQUIREMENT:

5.25.1 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.

5.25.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

5.26 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 unethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

5.26.1 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,

5.26.2 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.

5.27 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 in its offer 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 and the Arizona Public Records Law.

5.28 MARICOPA COUNTY STANDARD CONTRACTUAL TERMS AND
CONDITIONS FOR INVITATION FOR BIDS:

5.28.1 ISRAEL BOYCOTT:

By submitting this proposal the Contractor certifies that they are in compliance with Article 9, Arizona Revised Statutes Section 35-393 et seq.

5.28.2 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200-UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.



Legislation Description

File #: 17-168, Version: 1

AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH CACTUS ASPHALT, A DIVISION OF CACTUS TRANSPORT INC., FOR THE PAVEMENT MANAGEMENT PROGRAM CRACK SEAL PROJECT

Staff Contact: Michelle Woytenko, Deputy Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Construction Agreement with Cactus Asphalt, a division of Cactus Transport, Inc., in an amount not to exceed \$1,200,000, for the Pavement Management Program Crack Seal Project, and to authorize the City Manager, at the City Manager's discretion, to renew the Agreement, for an additional four renewals in a total amount not to exceed \$6,000,000, over the full five terms of the Agreement, contingent upon Council Budget approval. The initial term of the Agreement is effective through June 30, 2018.

Background

The City of Glendale has over 718 miles of paved arterial, collector and residential roadways, which represents an investment of over \$1 billion in the street network based on replacement costs in today's economy. With the exception of minor street and concrete repairs (potholes, small paving projects, curb, and sidewalk repairs), the city currently contracts for all other preventative maintenance and reconstructive roadway projects.

The Pavement Management Program Crack Seal Project will seal cracks in paved surfaces to help protect the pavement base and subbase material from water intrusion that leads to deterioration. This low-cost treatment will be applied to various arterial, collector and residential streets throughout the city to extend the pavement life by three to five years.

Analysis

The Engineering division opened bids for the Pavement Management Program, Fiscal Year 2017-18 Crack Seal Project (project number 161759) on March 16, 2017. Six bids were received, with Cactus Asphalt submitting the lowest responsive and responsible bid in the amount of \$1,023,670.20. The purpose of the bid schedule was to determine a low bidder and establish a unit price for the various components of work. The contract will be awarded for \$1,200,000.

Previous Council Related Action

On September 13, 2016, Council authorized entering into a Construction Agreement with Cactus Asphalt, a division of Cactus Transport, Inc., Contract No. C-11093, for the Pavement Management Program Crack Seal Project, in an amount not to exceed \$889,110.10.

Community Benefit/Public Involvement

Well maintained infrastructure is an important element of strong neighborhoods and business corridors and is critical for the attraction of quality economic development.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2016-17 Capital Improvement Plan budget. Expenditures with Cactus Asphalt are not to exceed \$1,200,000 per term, or \$6,000,000 over the full five terms of the Agreement, contingent upon Council budget approval.

Cost	Fund-Department-Account
\$1,200,000	2000-68917-550800, Pavement Management-HURF

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 Cactus Asphalt, a Division of Cactus Transport 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. The Project shall be completed within the term detailed in Section 14 of this Agreement.

3. **Contractor's Work.**

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

3.2 **Licensing.** Contractor warrants that:

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

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

Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and

applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

3.4 Coordination; Interaction.

- (A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").
- (B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- (C) If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Hazardous Substances. Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.

3.6 Warranties. At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.

3.7. Bonds. Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$1,200,000 per term, or \$6,000,000 total as specifically detailed in the Contractor's bid and set forth in Exhibit B ("Compensation").

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

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

5. Billings and Payment.

5.1 Applications.

- (A) The Contractor will submit monthly invoices (each, a "Payment Application") to City's

Project Manager and City will remit payments based upon the Payment Application as stated below.

- (B) The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

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

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

- (A) If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- (B) City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.
- (C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.
- (D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C).

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than fifteen (15) days following the date of delivery.

- (A) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.
- (B) Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven (7) days after receipt of written notice specifying the breach.

- (A) Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.
- (B) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must

pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. Insurance.

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

- (A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.
- (B) General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- (C) Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and 1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- (D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- (E) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.
- (F) Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- (G) Certificates of Insurance.

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

(H) Other Contractors or Vendors.

- (1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.
- (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

(I) Policies. Except with respect to workers' compensation and employer's liability coverages, the City must be named and properly endorsed as additional insureds on all liability policies required by this section.

- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
- (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties.

7.2 Sub-contractors.

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

7.3 Indemnification.

- (A) To the fullest extent permitted by law, Contractor must defend, indemnify, and hold

harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Subcontractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

- (B) This indemnity and hold harmless policy applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- (C) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

7.4 Waiver of Subrogation. Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

8. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

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

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

11. Notices.

11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- (A) The Notice is in writing, and
- (B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).

- (C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- (D) The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- (E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 Representatives.

- (A) Contractor
Attn: Brian Glazer
8211 West Sherman Street
Tolleson, Arizona 85353
- (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: Sharletha Johnson
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. The first term of this Agreement shall terminate June 30, 2018. The City may, at its option and with the approval of the Contractor, renew this Agreement for an additional four (4) terms. Each additional "term" shall begin on July 1st of the new fiscal year (Example: second term shall begin July 1, 2018, and be completed by or before June 30, 2019). Should the contractor complete the assigned work early, and within its bid (or lower), if it is advantageous to the City and result in a net cost savings for the City, the City may direct the contractor to begin work originally assigned for the next "term". All work must be completed no later than June 30, 2022. Contractor will be notified in writing by the City of its intent to renew the Agreement at least (30) calendar days prior to the expiration of the original or any renewal "term" of this Agreement period. The City has no obligation to extend or renew this Agreement, and any decision to do so is at the sole discretion of the City. There are no automatic renewals of this Agreement.

15. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation

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

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Cactus Asphalt, a Division of Cactus
Transport Inc.,
an Arizona corporation

By: Bryan Glazer
Its: Vice President

WOMEN-OWNED/MINORITY BUSINESS YES NO
CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. _____
FEDERAL TAXPAYER IDENTIFICATION NO. _____

**EXHIBIT A
CONSTRUCTION AGREEMENT**

PROJECT

The project will include crack seal application in multiple locations, associated striping, ancillary concrete repairs, and additional items as necessary for completion per project documents.

**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 each term of the Project must not exceed \$1,200,000, renewable for up to four (4) additional terms, for a grand total of \$6,000,000.

DETAILED PROJECT COMPENSATION

As shown on the Bid Schedule.



Legislation Description

File #: 17-169, **Version:** 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH ELONTEC, LLC, FOR REFURBISHED FURNITURE AND SERVICES

Staff Contact: Michelle Woytenko, Deputy Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with Elontec, LLC, to provide refurbished furniture in an amount not to exceed \$100,000 for the entire term of the agreement, and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional four, one-year renewals. The initial term of the agreement is effective until September 29, 2017.

Background

The Agreement with Elontec, LLC, will be used to purchase and install refurbished office furniture at City of Glendale facilities on an as-needed basis.

Elontec, LLC, was awarded a bid by the State of Arizona as described in the Refurbish Furniture and Services Contract and staff is requesting to utilize the Arizona Procurement Cooperative Purchasing Agreement, of which Glendale is a member. Contract ADSP017-150120 was awarded on September 30, 2016 and is effective through September 29, 2017, and includes an option to renew the contract an additional four, one-year renewals, allowing the contract to be extended through September 29, 2021.

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

Analysis

City departments will be able to utilize this contract to purchase refurbished furniture to replace existing, deteriorating furniture or to allow reorganization of work spaces. The vendor purchases used office equipment, makes necessary repairs and repaints or re-fabrics as needed to meet customer needs. The resulting product is delivered and installed at significant cost savings when compared to new contracts.

Previous Related Council Action

On September 22, 2015, Council authorized entering into an Amendment to a Linking Agreement with Goodmans, Inc., Contract No. C-9768, for the purchase of new furniture, products, and services, in an amount not to exceed \$300,000 for the entire term of the Agreement.

Community Benefit/Public Involvement

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2016-17 Operating and Maintenance budgets for the various city departments. Expenditures with Elontec, LLC are not to exceed \$100,000 for the entire term of the Agreement, contingent upon Council budget approval.

Cost	Fund-Department-Account
\$100,000	Various

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ELONTEC, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (the "City"), and Elontec, LLC, an Arizona limited liability company authorized to do business in Arizona, ("Contractor"), collectively, the "Parties."

RECITALS

- A. On September 30, 2016, under the Arizona State Procurement Cooperative Purchasing Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Refurbish Furniture and Services, Contract No. ADSP017-150120 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was September 30, 2016, until the date the contract expires on September 29, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond September 29, 2021. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until September 29, 2017. The City Manager or designee, however, may renew the term of this Agreement for four (4) one-year periods until the Cooperative Purchasing Agreement expires

on September 29, 2021. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred thousand dollars (\$100,000) for the entire term of the Agreement (initial term plus any renewals).

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

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

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

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

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

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

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

City of Glendale
c/o Vern Baker
6210 W. Myrtle Avenue, Suite 111
Glendale, Arizona 85301
623-930-2679

and

Elontec LLC
c/o Ginger Clayton
5502 W. Buckeye Rd., Suite 100
Phoenix, Arizona 85043
602-759-5500

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

“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

Elontec, LLC,
an Arizona limited liability company

By: _____
Kevin R. Phelps
City Manager

By: 
Name: Ginger Clayton
Title: CEO and President

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ELONTEC LLC**

**EXHIBIT A
STATE OF ARIZONA ADSP017-150120
REFURBISH FURNITURE AND SERVICES**



Master Blanket Purchase Order ADSP017-150120

Header Information

Purchase Order Number:	ADSP017-150120	Release Number:	0	Short Description:	Refurbish Furniture and Services
Status:	3PS - Sent	Purchaser:	Christopher Lacey	Receipt Method:	Quantity
Fiscal Year:	2017	PO Type:	Blanket	Minor Status:	
Organization:	State of Arizona	Location:	SPO - State Procurement Office	Type Code:	Statewide
Department:	ADSP0 - State Procurement Office	Entered Date:	09/30/2016 08:37:28 AM	Control Code:	
Alternate ID:		Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	30	Print Dest Detail:	If Different	Pcard Enabled:	Yes
Catalog ID:		Release Type:	Direct Release	Actual Cost:	\$0.00
Contact Instructions:		Tax Rate:			
Master Blanket/Contract End Date (Maximum):	09/28/2021 05:00:00 PM				
Project No.:					
Building Code:					
Cost Code:					
Special Purchase Types:					
PIJ NUMBER:					
Coop Spend To Date:					
Commodity Reference Id:					
PO External Doc Type:	None				
Agency Attachments:	<u>PO Terms & Conditions ProcureAZ Solicitation File.zip Refurbish Furniture MasterAgreement.pdf Pricing Attachments Final Attachment 1 Signed</u>				
Vendor Attachments:					
Agency Attachment Forms:					

Vendor Attachment Forms:

Primary Vendor Information & PO Terms

Vendor: 000007223 - **Payment Terms:** Net 30 **Shipping Method:**
ELONTEC LLC
 Joe Clayton, Allan Curthoys
 5502 W. Buckeye Road
 Suite 100
 Phoenix, AZ 85043
 US
 Email: admin@elontec.com

PO Acknowledgements:

Notifications	Acknowledged Date/Time
Purch Order Emailed to admin@elontec.com at 09/30/2016 09:36:46 AM	09/30/2016 09:43:19 AM
Change Order 1 Emailed to admin@elontec.com at 09/30/2016 10:59:09 AM	09/30/2016 04:05:34 PM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
000007223	PZ000007223	ELONTEC LLC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 09/30/2016 **Master Blanket/Contract End Date:** 09/29/2017
Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$17,906.90	\$0.00

Item Information

Print Sequence # 4.0, Item # 1: Standard Refurbished Work Stations (6x8 8x8, 8x12) Please See Attachments for pricing 3PS - Sent

NIGP Code: 425-48
 Furniture, Office (Custom Made)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: _____ Brand: _____ Model: _____
 Make: _____ Packaging: _____
 Project No.: _____
 Building Code: _____
 Cost Code: _____
 Property Number: _____

Print Sequence # 6.0, Item # 2: Modular Refurbishment For Existing State Furniture Please see Attachments for pricing 3PS - Sent

NIGP Code: 910-52
 Maintenance and Repair Services, Building (Not Otherwise Classified)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$1.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: _____ Brand: _____ Model: _____
 Make: _____ Packaging: _____
 Project No.: _____
 Building Code: _____
 Cost Code: _____
 Property Number: _____

Print Sequence # 8.0, Item # 3: Installation, Disassembly, Relocation, Reconfiguration, and Repair Services > Please see attachments for pricing 3PS - Sent

NIGP Code: 931-45
 Furniture Installation and Reconfiguration Services (Including Systems Furniture)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: _____ Brand: _____ Model: _____
 Make: _____ Packaging: _____
 Project No.: _____
 Building Code: _____
 Cost Code: _____
 Property Number: _____

Print Sequence # 9.0, Item # 4: Delivery Fees & Drop Ship Fees Please see attachments for pricing 3PS - Sent

NIGP Code: 962-86
 Transportation of Goods and Other Freight Services

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: _____ Brand: _____ Model: _____
 Make: _____ Packaging: _____
 Project No.: _____
 Building Code: _____
 Cost Code: _____
 Property Number: _____

Print Sequence # 10.0, Item # 5: Taxes 3PS - Sent

NIGP Code: 963-79
 Surcharges and Taxes (To Include Fuel Surcharges and Taxes)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00
Manufacturer: Brand: Model:								
Make: Packaging:								
Project No.:								
Building Code:								
Cost Code:								
Property Number:								

Exit

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Request for Proposal

Solicitation No.
ADSP016-00006442

Description:
Refurbish Furniture and Services

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

Attachment 1: Offer and Acceptance Form

OFFER TO STATE OF ARIZONA:

The Undersigned hereby offers and agrees to provide Refurbish Furniture and Services in compliance with all Terms, Conditions, Best and Final Offer, Requirements, Amendments, et. al. in the Solicitation including any written exceptions in the offer accepted by the State.

Elontec LLC

Company Name

5502 W Buckeye Rd., Suite 100

Address

Phoenix, AZ 85043

City | State | ZIP

www.Elontec.com

Web address

Ginger Clayton

Signature of Person Authorized to Sign Offer

Ginger Clayton, CEO and President

Printed Name and Title

Joseph Clayton

Contact Name and Title

(602) 759-5500

Contact Phone

JClayton@elontec.com

Contact Email Address

CERTIFICATION

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

1. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
2. 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.
3. The Offeror certifies compliance with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance.
4. The Offeror is not debarred from, or otherwise prohibited from participating in any contract awarded by any federal, state or local government.

ACCEPTANCE OF OFFER FOR STATE OF ARIZONA

The Offer is hereby accepted. The Contractor is now bound to sell the goods and perform the services under the attached Contract and based upon the Solicitation, including all Terms, Conditions, Best and Final Offer, Scope of Work/Specifications, Amendments, et. al., and the Contractor's Offer as accepted by the State of Arizona.

This Contract shall henceforth be referred to as Contract No. [Click or tap here to enter text.](#)

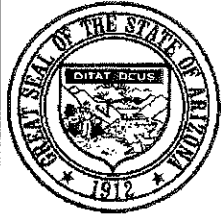
The effective date of the Contract is [Click or tap here to enter text.](#)

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

Awarded this 30th day of September 2016

Procurement Officer

[Signature]



Request for Proposal

Solicitation No.
ADSP016-00006442

Description:
Refurbish Furniture and Services

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

NOTICE OF REQUEST FOR PROPOSAL

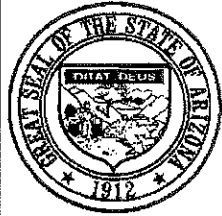
Description of this Solicitation:

The Arizona Department of Administration, State Procurement Office (the State), is seeking as authorized under A.R.S. § 41-2501 to establish one or more "single-agency" contracts to satisfy the needs of The State of Arizona, it's 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.

Proposals will be accepted online in the ProcureAZ system (<https://Procure.AZ.gov>) until the "Bid Opening Date" deadline indicated there this Solicitation number.

Proposals must be in the State Procurement Office's possession by the deadline. LATE PROPOSALS WILL NOT BE CONSIDERED. No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding the requirements or procedures for online submission.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION, NOT JUST THE SCOPE OF WORK DOCUMENT



Request For Proposal

Solicitation No.
ADSP016-00006442

Description:
Refurbish Furniture and Services

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

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Request For Proposal

Solicitation No.
ADSP016-00006442

Description:
Refurbish Furniture and Services

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

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SCOPE OF WORK DOCUMENT

Section Date: May 10, 2016

1.0 Background

The State desires to establish a Contract or Contract Set to supply, install, reconfigure, and service Refurbish Furniture within the following categories: Chairs/Seating, Free Standing Refurbish Furniture, Modular Refurbish Furniture, Systems Refurbish Furniture Solutions, Storage/Casegoods, and Classroom/Special School Refurbish Furniture. Service requirements shall also include warranty/repairs and relocations. The State intends to consider value-added-reseller, distributor, as well as manufacturer-direct proposals. Based on historical data and anticipated volumes with Statewide and participating Co-Op new furniture contracts, the spending in those categories for fiscal year 2016 to-date has been well over \$15 million; estimated annual spend under the contract from this Solicitation is likely to be less. However no guarantee of the actual quantities is implied or expressed by this solicitation. Requirements shall be based on actual need. Contracts resulting from this solicitation will be used by multiple eligible agencies with delivery locations throughout the State.

2.0 Scope Requirements

2.1 Scope Summary

The Successful Contractor(s) shall provide a broad range of Refurbish Furniture Products and Services as well as all necessary account and delivery services. The Refurbish Furniture Products and Services under this contract include the actual manufacturer's product and all labor, materials, transportation, equipment and other activities for, and reasonably incidental to the installation, and configuration of the manufacturer's products that are no more than ten (10) to fifteen (15) years of use.

2.2 Minimum Requirements

Along with a quality product, we are looking for Contractors with demonstrated professional integrity, a longstanding reputation in the Refurbish Furniture industry and specific abilities to supply, install and service Refurbish Furniture to the State. In forming a long-term relationship with the Successful Contractor(s), some of the qualities we expect include:

- 2.2.1 Experience: Contractor with a minimum of ten (10) years' of proven experience reselling, distributing and or installing office Refurbish Furniture.
- 2.2.1 (a) Company Background include (D&B financials)
 - 2.2.1 (b) References with current clients
 - 2.2.1 (c) Demonstrating longstanding relationship with manufacturers.
 - 2.2.1 (d) Letter Recommendations of manufacturers, distributors or clients of long standing of three years or more



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2.2.2 Customer Service: The Contractor(s) shall provide a single, general point of contact (and a backup) to handle questions or problems that may arise throughout the life of a resultant contract. At least one Customer Service Representative must be available during Contractor's operating hours.

2.2.3 Electronic Catalog: The successful Contractor(s) may be required to submit their items list in an electronic format designated by the State.

2.3 General:

2.3.1 Contractor Minimum Product Standards. Contractor shall meet these minimum business requirements:

- (a) All Refurbish Furniture and required components shall be of a design material and workmanship to withstand hard, daily usage over an extended life with a minimum of maintenance and repair.
- (b) All components shall stand erect and rest firmly on their bases to assure safety, good appearance, and provide for a stationary work position. All components shall be plumb and level and shall have identical range of modularity so that they are interchangeable between workstations. The system shall be capable of being installed over finished flooring without penetration or demarcation or the use of floor fasteners so as to allow for reconfiguration without any floor patching
- (c) Refurbish Furniture offered in the following categories shall be considered for award. These categories shall be defined by similar types of products and include all related parts and accessories.
- (d) Support Leadership in Energy and Environmental Design (LEED) construction if/when applicable.

	Description
Free Standing Refurbish Furniture	Free Standing Desks, Tactics/Training, Conference Room Tables, Small Office Tables, Side Tables, Dining Tables, Credenzas, Organization Accessories, Reception, Laminate, Wood, Steel, Other
Modular Refurbish Furniture	Demountable Walls, Systems Refurbish Furniture, Fabric Panels, Organization Accessories, Lighting, Electrical connections and Internal Wiring, Other
Systems Refurbish Furniture Solutions	Modular Refurbish Furniture, Chairs, Casegoods, Panels, Tools, Railings, Electrical connections, Other
Storage/Casegoods	Steel Casegoods, Wood Casegoods, File Cabinets, Shelves (freestanding/wall mounted), Cabinets, Book Case, Office Storage, Other
Classroom/Special School Refurbish Furniture	Desks, Chairs, Tables, Cafeteria, Library, Early Education, Auditorium, Dorm, Locker Room Refurbish Furniture, Other



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2.3.2 Items specifically **NOT** included within this solicitation

- (a) Rented or leased products;
- (b) Sheets, blankets or other linen;
- (c) Paintings, pictures, false plants/trees or other décor not related to functional Refurbish Furniture;
- (d) Appliances and electronic equipment except for modular Refurbish Furniture connections and internal wiring approved by the State;
- (e) Lighting except for modular Refurbish Furniture lighting;
- (f) Flooring including raised flooring;
- (g) Lab Refurbish Furniture; and
- (h) Window coverings: blinds, drapes, etc.
- (i) Design and layout plans
- (j) Beds, Mattresses, Frames. Other

2.3.3 Install and DE install Services: Contractor shall perform all installations as requested by the Customer. Installation services shall include the following:

- (a) Installation officially begins once contractor physically arrives on site and has communicated with point of contact. Assembly and installation of all Refurbish furniture and components and the removal of packing and other wastes from the site are considered installation services.
- (b) Any preparation of materials handled offsite shall not constitute a charge to the state. (e.g. receiving, uncrating, inspection).
- (c) Work shall be performed and completed in accordance with a work schedule developed and coordinated with the using agency or point of contact.
- (d) All necessary fasteners, fittings, hardware, anchors, or other necessary miscellaneous items, except tools, to successfully install the Refurbish Furniture shall be provided by the Contractor at no additional cost to the Customer;
- (e) The Contractor shall supervise, direct the work, and be solely responsible for all construction requirements, methods, techniques, sequences and procedures, and for coordinating all portions of the work under the contract;
- (f) The Contractor shall employ a full-time qualified individuals and necessary foremen and assistants, who shall be in attendance on the project site during the entire installation period;

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2.3.4 House Keeping.

- (a) Contractor shall keep the job site free from accumulation of refuse, scrap materials and debris at all times. The site shall present a neat and orderly appearance. All materials shall be removed from the site on a daily basis, including loading, cartage, hauling and dumping. State dumpsters are not to be used for disposal of those materials. This will be at the Contractor's expense. Final clearing and cleanup shall be done promptly and properly. If not, the State shall have the right to employ others and charge the cost to the Contractor, after first giving a three (3) working day notice of such intent. Final payment shall be withheld, until the work area is determined acceptable by the State,
- (b) Office areas are to be returned to the original state as before the installation took place, and
- (c) The Contractor shall take precautions during the installation of any product not to damage the premises or the property of the ordering agency. If damages do occur as a result of operations under this contract, the Contractor is responsible for ensuring that the affected area/item(s) are returned/restored to their original condition or the Contractor shall make restitution, as agreed up on by all parties.
- (d) **Modular Refurbish Furniture Installations specifically:** Contractor shall include one (1) hourly rate for disassembly, moving, and reconfiguration services in connection with systems and free standing Refurbish Furniture installations that are not part of the initial purchase and installation. This rate will serve as the basis for the actual cost estimate to be submitted when a specific requirement is requested by a using agency.
- (e) In the case of reconfiguration projects only the actual working time (in hours) necessary to complete the job shall be invoiced to the Customer.

2.3.5 Delivery. Contractor Shall:



- (a) Delivery is defined as transportation of the refurbished products from a local distribution site to the Customers site. Delivery shall be made by drop shipment or delivery. (Refer to Exhibit B)
- (b) Contractor(s) shall be able to deliver products and services to all State Agencies and Purchasing Cooperative Members throughout the entire State of Arizona. A timetable for delivery shall be provided by the Contractor at time of quote;
- (c) Delivery shall be made within 30 days of receipt of a contract release order/purchase order on items in stock. For specialty order items or items not considered normal stock, extended delivery dates may be allowed. In such cases, the extended delivery date shall be provided at the time of quote;
- (d) Emergency or rush delivery requests by the Ordering Agency that require special shipping and handling charges may be at the Ordering Agency's



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expense, but only with prior written approval from the Ordering Agency. Approved emergency or rush delivery shipping charges shall be added to an invoice as a separate line item.

- (e) In the event an emergency or rush delivery is required as the result of an error on the Contractor's part all shipping and handling charges shall be the responsibility of the Contractor.

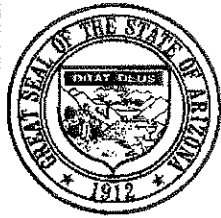
2.3.6 Warranty.

- (a) The Contractor must warrant the Refurbish Furniture products and materials offered under this contract for a minimum of five years contractor must provide the warranty for the products and materials offered in this solicitation as follows:
 - i. Systems Solutions & Modular Refurbish Furniture
 - ii. Seating
 - iii. Free Standing Refurbish Furniture
 - iv. Storage and Case Goods
 - v. Classroom / Special School Refurbish Furniture
- (b) Products (including parts and components) that fail under normal use as a result of a defect in design, materials, workmanship, or installation shall be repaired or replaced free of charge (including labor, delivery, and installation) throughout the warranty period.
- (c) Products that require warranty repair or replacement must be repaired or replaced within a reasonable time frame, or within a time frame that is agreed to in writing. This process is to ensure sufficient lead time for ordering warranty parts, components or products during the entire warranty period.

3.0 Exhibits and Attachments to the Scope of Work Document

- None

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COMPENSATION DOCUMENT

Section Date: May 10, 2016

1.0 Compensation

1.1 Compensation Method

Contractor will be compensated by the firm, fixed prices(s) indicated on the pricing sheet for satisfactorily carrying out its obligations under the contract. The hourly rate begins officially when the contractor physically arrives onsite and has communicate with the point of contact.

1.1.1 Refurbish cost shall not exceed 50% of replacement cost without prior written approval of the state procurement office.

1.2 Pricing

1.2.1 Pricing-All-Inclusive:

Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

1.2.2 Price Increases:

The SPO may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.

- (a) Initial Contract prices will be honored for one year after award of Contract.
- (b) All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.
- (c) All price adjustments will be implemented by a formal contract change order. State shall determine whether the requested price increase or an alternate option is in the best interest of State.



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1.2.3 Price Reductions:

Price reductions shall be immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period. The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotion requests shall include difference in pricing, begin, and end date of promotion along with the products covered.

1.3 **Additional Charges**

Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract.

1.4 **Travel.**

Contractor shall get written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at <https://gao.az.gov/travel>. The Eligible Agency shall reject any claim for travel reimbursement without prior written approval.

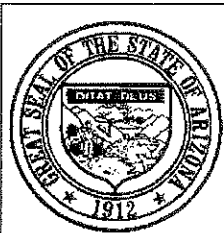
2.0 Invoicing

2.1 **Invoicing (General)**

2.1.1 Minimum Requirements

All billing notices or invoices shall be sent to the Eligible Agency whose address appears on the Contract release order/Purchase Order as the 'bill to address' and should contain, at a minimum, the following information.

- (a) Bill to Name and Address
- (b) Vendor Name, Remit to Address and Contact Information
- (c) Contract Number
- (d) Purchase Order Number
- (e) Invoice Number and Date
- (f) Date the items were shipped to the Eligible Agency
- (g) Payment Terms
- (h) Contract Line Item Number
- (i) Contract Line Item Description or Item or Service



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- (j) Quantity Delivered
- (k) Line Item Unit of Measure
- (l) Itemized Pricing
- (m) Extended Pricing
- (n) Catalog or Other Discount (if applicable)
- (o) Applicable taxes as a separate line item
- (p) Applicable Shipping/Freight Charges as a separate line item
- (q) Total Invoice Amount Due

2.1.2 Invoicing Problems

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

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the Eligible Agency or State for late or finance charges.

2.1.3 Correctness of Invoices

Contractor shall review and insure that the invoices for Services provided show the correct Contractor name prior to sending them for payment.

State will not make payments to any Entity, Group, or individual other than 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 Contractor for correction. If Contractor Name and FEI Number change, Contractor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. State must indicate consent on the form. A written Contract Amendment must be signed by both parties and must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

3.0 Payments

3.1 **Payment Deadline**

State to process payment for the purchase of product or service within thirty (30) calendar days after acceptance and receipt of an undisputed invoice.

3.2 **Acceptance.**

Determination of the acceptability of goods and Services shall be made by the sole judgment of State. Unless otherwise stated in the Contract, acceptance shall be in writing. Acceptance



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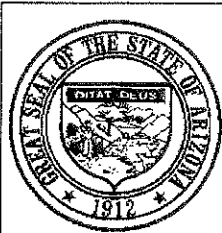
criteria shall be compliance with the requirements of the Scope of Work, Terms and Conditions of the Contract, and Contractor's proposal. Contractor deficiencies relating to the stated acceptance and performance criteria of both Services and products under the Contract shall result in a delay for payment and shall be corrected by Contractor at Contractor's expense. Payment shall not be made until all nonconformance issues are corrected to the satisfaction of State and in accordance to the requirements of the Contract and an undisputed invoice has been received by the Eligible Agency.

3.3 Payment Method

The State may Contract payments through Automated Clearing House (ACH). In order to receive payments in this manner, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after Contract award. A copy of this form can be obtained at the Arizona General Accounting Office (GAO) website at:

<https://gao.az.gov/afis/vendor-information>

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SPECIAL TERMS AND CONDITIONS

Section Date: May 10, 2016

1.0 Definition of Terms

No changes to the Uniform Terms and Conditions.

2.0 Contract Interpretation

No changes to the Uniform Terms and Conditions.

3.0 Contract Administration and Operation

3.1 Records

No changes to the Uniform Terms and Conditions.

3.2 Non-Discrimination

No changes to the Uniform Terms and Conditions.

3.3 Access to Electronic and Information Technology

No changes to the Uniform Terms and Conditions.

3.4 Facilities Inspection and Materials Testing

No changes to the Uniform Terms and Conditions.

3.5 Notices

3.5.1 Notices to Contractor

Supplemental to Uniform Terms and Conditions paragraph 3.4, unless otherwise in the Contract, the Contractor's primary contact for general contract administration shall be the contact information contained in the corresponding ProcureAZ vendor profile.

3.5.2 Notices to The State

No changes to the Uniform Terms and Conditions.

3.6 Procurement Officer

3.6.1 State

- (a) The State's primary contact for this solicitation and resultant contracts shall be the Procurement Officer assigned to the contract and listed in ProcureAZ.



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- (b) Following award, the Contractor shall contact the Procurement Officer assigned to the contract for guidance or direction in matters of contract interpretation or problems regarding the terms, conditions or scope of the contract.
- (c) Only the Procurement Officer or their authorized designee is authorized to change or amend the specific terms, conditions, or provisions of the contract.

3.6.2 Contractor

- (a) The Contractor's primary contact shall be the contact information contained in the ProcureAZ vendor profile or as stated in the submitted Offer and Acceptance of this solicitation.
- (b) Changes to the primary contact shall be made in writing to the contract assigned Procurement Officer within thirty (30) days of change.

3.7 Advertising, Publishing and Promotion of Contract

No changes to the Uniform Terms and Conditions.

3.8 E-Verify Requirements

No changes to the Uniform Terms and Conditions.

3.9 Offshore Performance of Secure or Sensitive Work Prohibited

No changes to the Uniform Terms and Conditions.

3.10 Purchase Orders

3.10.1 Eligible Agencies (State Wide):

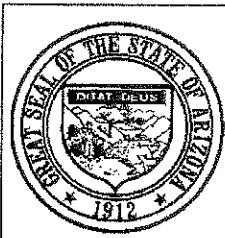
This Contract is for all state of Arizona agencies and its Co-Op

3.10.2 Purchase Order Sufficiency

This contract was awarded in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for competitive source selection have been met. A contract release order/purchase order, initiated in accordance with the requirements contained herein, that cites the correct Arizona contract number is the only document required for an Eligible Agency to order and the Contractor to deliver the material and /or service.

3.10.3 Non Contract Items:

Any attempt to knowingly represent any material and/or service not specifically awarded, as being under contract with the State of Arizona 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.



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3.10.4 Accuracy of Work.

The Contractor shall be responsible for the accuracy of the work and shall promptly make all necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation. Acceptance of the work by the State will not relieve the Contractor of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities.

3.10.5 Non-Exclusive Contract.

This Contract has been awarded with the understanding and agreement that it is for the sole convenience of the State. The State reserves the right to obtain like goods or services from another source when necessary without penalty.

3.11 **Term of Contract**



The Contract term will commence on the date indicated on the signed Offer and Acceptance Form and continue for a period of one (1) year unless canceled, terminated, or extended as provided herein. The State has no obligation to extend or renew the Contract past the initial term.

3.12 **Contract Extensions**



The initial Contract term may be extended in increments of one or more months, at the State's option, with the maximum aggregate Contract term including extensions not to exceed five (5) years. Any extension must be effected by a bilateral change order or Contract Amendment.

3.13 **Contractor Licenses**

Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor under this contract.

3.14 **Contractor Personnel**

3.14.1 Number and Qualifications

Contractor shall provide an adequate number of appropriately qualified and authorized individuals dedicated to the successful performance of the Contract. Contractor shall at a minimum, designate those specific Key Personnel required by the State along with all other Key Personnel who will support Contractor's performance of the services described herein. Contractor shall maintain a list of all such Key Personnel and their respective information and keep this list and the State updated in this regard throughout the Term of the Contract. Should the actions or inactions of Contractor's Key Personnel delay, compromise, aggravate or otherwise prove to be disharmonious to the Contractor's successful performance of the required Services, at the State's reasonable request Contractor shall replace or reassign such Key Personnel. Any replacement Key Personnel shall be of comparable knowledge, skills, and abilities as the previous Key Personnel. All replacement Key Personnel shall be presented to the State for review and approval.



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3.14.2 Adequacy

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 shall provide mentally alert, physically fit, and qualified individuals to all key positions under this Contract to ensure contracted materials and services are provided according to the requirements of this Contract and sound business practices.

3.14.3 State May Instruct Removal

During the course of this Contract, Contractor maintains the right to determine the assignment of its employees in order to perform contract requirements. The Contractor shall not remove personnel essential to performance of this Contract without prior notice to the State. The State reserves the right to require the Contractor to remove from the Contract any Key Personnel found unacceptable by the State including but not limited to employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interests of the State. The Contractor shall replace any Key Personnel removed under this Contract with personnel of similar or higher qualifications, experience, and capabilities required by this Contract.

3.14.4 Compliance with Rules

Contractor's and Subcontractor's personnel shall comply with all applicable statutes, administrative rules, regulations, policies, practices and general operating procedures of an Eligible Agency while providing goods and services under the Contract on the Eligible Agency's grounds or in its facilities. This includes but is not limited to any additional security requirements above and beyond that stated elsewhere in this Contract.

3.15 **Protection of Facilities and Grounds.**

The Contractor shall provide the goods and/or services under this Contract in such a manner that does not result in damage to State and Eligible Agency facilities, grounds, landscaping, utilities, or structures. In the event that damage does occur during the performance of this Contract, the Contractor shall repair or replace any damage caused by the Contractor at its own expense. Should the Contractor fail or refuse to make proper repairs or replacements, the Contractor shall be liable for the cost thereof which may be deducted from unpaid invoices or by any other means provided by law.

4.0 **Costs and Payments**

4.1 **Payments**

Refer to the Compensation Document for pricing, invoicing, and payments provisions.

4.2 **Applicable Taxes**

Refer to the Compensation Document for pricing, invoicing, and payments provisions.



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4.3 Availability of Funds

No changes to the Uniform Terms and Conditions.

5.0 Contract Changes

5.1 Change Orders / Amendments

No changes to the Uniform Terms and Conditions.

5.2 Subcontracts

Supplemental to the Uniform Terms and Conditions, Section 5.2, Subcontracts, Contractor shall not enter into any Subcontract under this Contract, for the performance of services under this Contract, without the advance written approval of the Procurement Officer:

1. The contractor shall submit a formal written request on company letterhead, Proposed Subcontractors, or a document containing the information requested in Attachment 2 Offeror Questionnaire.
2. With the request, Contractor shall certify that all Subcontracts incorporate by reference the terms and conditions of this Contract.
3. The issuance of subcontracts shall not relieve Contractor of any of its obligations under the Contract, including, among other things, the obligation to properly supervise and coordinate the work of subcontractors performing for the Contractor under this Contract.
4. Nothing contained in any subcontract shall create a contractual relationship between any subcontractor and the State.

5.3 Assignment and Delegation

No changes to the Uniform Terms and Conditions.

6.0 Risk and Liability

6.1 Risk of Loss

No changes to the Uniform Terms and Conditions.

6.2 Indemnification

6.2.1 Contractor / Vendor Indemnification (Not Public Agency).

No changes to the Uniform Terms and Conditions.

6.2.2 Public Agency Language Only.

No changes to the Uniform Terms and Conditions.



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6.2.3 Indemnification.

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

6.3 **Force Majeure**

No changes to the Uniform Terms and Conditions.

6.4 **Third Party Antitrust Violations**

No changes to the Uniform Terms and Conditions.

6.5 **Insurance**

6.5.1 Insurance Requirements:

6.5.1 (a) Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

6.5.1 (b) 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



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contract by the Contractor, its agents, representatives, employees, or subcontractors, and Contractor is free to purchase additional insurance.

6.5.2 Minimum Scope and Limits of Insurance:

Contractor shall provide coverage with limits of liability not less than those stated below.

6.5.2 (a) Commercial General Liability (CGL) – Occurrence Form

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability \$1,000,000
(Written and Oral)
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.5.2 (b) Business Automobile Liability

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

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

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.



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- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.5.2 (c) Workers' 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, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

6.5.2 (d) 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.

6.5.3 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 6.5.3 (a) The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried



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by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

6.5.3 (b) Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

6.5.4 Notice of Cancellation:

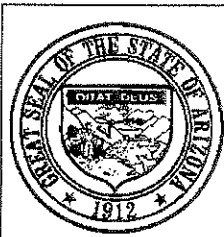
Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

6.5.5 Acceptability of Insurers:

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

6.5.6 Verification of Coverage:

- 6.5.6 (a) Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.
- 6.5.6 (b) All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- 6.5.6 (c) Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 6.5.6 (d) All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.



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6.5.7 Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

6.5.8 Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

6.5.9 Exceptions:

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

7.0 Warranties

7.1 Liens

No changes to the Uniform Terms and Conditions

7.2 Conformity to Requirements

7.2.1 Guarantees and Warranties.

Unless otherwise specified in the Scope of Work Document, Contractor warrants that for 5 (five) years after delivery and acceptance to State, the materials provided under the Contract will: (i) conform to the requirements of this contract and any subsequent amendments/change orders, including without limitation all descriptions, specifications, and drawings identified in the Scope of Work Document and any written affirmations of Contractor included as part of the Contract; (ii) be free from defects in material and workmanship; (iii) conform to or perform in a manner consistent with current industry standards; and (iv) be fit for their intended purpose or use as described in the Contract.

- (a) Delivery alone does not constitute acceptance by State; where testing and acceptance of the materials cannot be done until after installation, the warranty will begin upon that acceptance.
- (b) Where the Scope of Work Document includes a detailed design specification and the same or equivalent is incorporated in the Contract, Contractor



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warrants that the materials provide all functionality material to the agreed upon and intended use as stated within the Contract.; this warranty does not extend to any materials that are: (i) modified or altered by anyone not authorized by Contractor; (ii) maintained in a way inconsistent to manufacturer's recommendations; or (iii) operated in a manner not within its intended use or environment.

- (c) Unless otherwise stated in the Contract, the warranties in this section are not affected by State's inspection, testing, or payment.

7.2.2 Acceptance of Goods

Goods delivered will be subject to a complete inspection by the purchasing entity. Acceptance criteria shall include, but is not limited to, conformity to the specifications, workmanship, quality, and materials. The Contractor shall be responsible for the transport of the material to and from the delivery point of any items not in compliance with the requirements of the Contract. Product returned for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted.

7.2.3 Services Performance

- 7.2.3 (a) If Contractor fails to complete any deliverable, then Contractor shall:
- i. Promptly perform a root-cause analysis to identify the cause of such failure;
 - ii. Use commercially reasonable efforts to correct such failure and to begin meeting the requirements as promptly as practicable;
 - iii. Provide the Eligible Agency with a report detailing the cause of, and procedure for correcting, such failure; and
 - iv. If appropriate under the circumstances, take action to avoid such failure in the future.
- 7.2.3 (b) In the event of the Contractor's failure to perform required services or meet agreed upon service levels or other Contractor service standards as required by this Contract, the Contractor shall perform an analysis of the cause of the service level problem and implement remediation steps as appropriate. The Eligible Agency shall have the right to review the analysis and approve the remediation steps prior to or subsequent to their implementation.

7.2.4 Safety Standards

Products supplied under this Contract shall comply with all current applicable safety standards and regulations including the Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

- 7.2.4 (a) **TERMINATION FOR CAUSE.** Upon the State's knowledge of a material breach by Contractor of the terms of this Addendum, the State shall:



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- i. Provide an opportunity for Contractor to cure the breach or end the violation and terminate if Contractor does not cure the breach or end the violation within the time specified by the State;
- ii. Immediately terminate the Contract if Contractor has breached a material term of the Contract and cure is not possible; and
- iii. If neither termination nor cure is feasible, the State shall report the violation to DHHS.

7.2.4 (b) ASSISTANCE UPON TERMINATION. When the Contract Term ends or in the event the Contract is terminated with or without cause, the Contractor, whenever determined appropriate by the State, shall assist the State in the transition of services to other Contractors or the State. Such assistance and coordination shall include but not be limited to the forwarding of Contract works, electronic files, and other records to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all performance under this Contract, to include management/administrative services, until the transition of services is complete and all other requirements of this Contract are satisfied.

7.2.5 Pandemic Contractual Performance.

7.2.5 (a) The Contractor shall have a plan that illustrates how the Contractor shall perform contractual requirements in the event of a pandemic. At a minimum, the plan shall include key succession and performance planning in the event of sudden significant decrease in Contractor's workforce; alternative methods to ensure there are products in the supply chain; and a current organizational chart and contact list.

7.2.5 (b) In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the following shall apply:

- i. The State may temporarily void the Contract(s) in whole or specific sections if the Contractor cannot perform contractual requirements
- ii. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; and
- iii. The State may, at its sole discretion, reinstate the voided contracts or sections of contracts when the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform.
- iv. The State, at any time, may request to see a copy of the written plan from the Contractor. The contractor shall produce the written plan within 72 hours of the request.



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7.2.6 Lobbying

The Contractor shall not engage in lobbying activities, as defined in 40 CFR part 34 and ARS §41-1231, et seq., using monies awarded under this Contract. Upon award of this Contract, the Contractor shall disclose all lobbying activities to the State to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The Contractor shall implement and maintain adequate controls to assure that monies awarded under this Contract shall not be used for lobbying. All proposed Subcontractors shall be subject to the same lobbying provisions stated above. The Contractor shall include anti-lobbying provisions in all Contracts with Subcontractors.

7.2.7 Financial Soundness

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

7.3 **Contractor Personnel**

No changes to the Uniform Terms and Conditions.

7.4 **Intellectual Property Violations**

No changes to the Uniform Terms and Conditions.

7.5 **Compliance with Applicable Laws**

No changes to the Uniform Terms and Conditions.

7.6 **Survival of Warranties**

No changes to the Uniform Terms and Conditions.

8.0 State's Contractual Remedies

8.1 **Right to Assurance**

No changes to the Uniform Terms and Conditions.

8.2 **Stop Work Order**

No changes to the Uniform Terms and Conditions.



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8.3 Non-exclusive Remedies

No changes to the Uniform Terms and Conditions.

8.4 Nonconforming Tender

No changes to the Uniform Terms and Conditions.

8.5 Right of Offset

No changes to the Uniform Terms and Conditions.

8.6 Specific Remedies

Unless otherwise specified elsewhere in the Contract, State's remedy for breach of warranty under 7.2.1 above include any of the following, election of which being at State's discretion: (i) re-performance; (ii) repair; (iii) replacement; or (iv) refund of any amounts paid by the State for the nonconforming material or service plus payment of State's additional, documented, and reasonable cost to procure materials or services equivalent in function, capability, and performance at that first called for. If none of the forgoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, the State reserves the right to seek any remedy available to it under law.

9.0 Contract Termination

9.1 Cancellation for Conflict of Interest

No changes to the Uniform Terms and Conditions.

9.2 Gratuities

No changes to the Uniform Terms and Conditions.

9.3 Suspension or Debarment

No changes to the Uniform Terms and Conditions.

9.4 Termination for Convenience

No changes to the Uniform Terms and Conditions.

9.5 Termination for Default

Further to 9.5 of the Uniform Terms and Conditions, violation by the Contractor, any subcontractors, or their respective employees or agents, of the prohibition against possession of weapons on state property under A.R.S. § 13-1502 will be a material breach of the Contract and grounds for termination for default.

9.6 Continuation of Performance through Termination

No changes to the Uniform Terms and Conditions.



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10.0 Contract Claims

No changes to the Uniform Terms and Conditions.

11.0 Comments Welcome

No changes to the Uniform Terms and Conditions.

12.0 Exhibits to the Special Terms and Conditions

- NONE



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UNIFORM TERMS AND CONDITIONS

Version: 10.1 (May 10, 2016)

1.0 Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1 Accepted Offer

"Accepted Offer" means the Offer, any amended Offer and any Best and Final Offers.

1.2 Attachment

"Attachment" means any item that: (a) the Solicitation required Offeror to submit as part of the Offer; (b) was attached to the Offer when submitted; and (c) was attached, with or without modification from the initial submission, as the case may be, to the Accepted Offer following acceptance by the State.

1.3 Contract

"Contract" means the combination of the Solicitation, the Accepted Offer, and any Contract Amendments.

1.4 Contract Amendment

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

1.5 Contractor

"Contractor" means the Person identified on the signed Offer and Acceptance Form who has entered into the Contract with the State.

1.6 Days

"Days" means calendar days unless otherwise specified.

1.7 Exhibit

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

1.8 Gratuity

"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.



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1.9 Materials

"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.

1.10 Procurement Officer

"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.

1.11 Services

"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.

1.12 Solicitation

"Solicitation" means the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, the Scope of Work Document, as applicable, any Specifications, the Compensation Document, and any Solicitation Amendments.

1.13 Subcontract

"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.

1.14 State

"State" means the State of Arizona and Department or Agency of the State that executes the Contract.

1.15 State Fiscal Year

"State Fiscal Year" means the period beginning with July 1 and ending June 30.

2.0 Contract Interpretation

2.1 Arizona Law

This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of Arizona including 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 without consideration of conflict laws principles.



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2.2 Implied Contract Terms

Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence

In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

1. the Special Terms and Conditions;
2. any Exhibits to the Special Terms and Conditions
3. the Uniform Terms and Conditions;
4. the Scope of Work Document;
5. any Exhibits to the Scope of Work Document;
6. the Compensation Document;
7. any Exhibits to the Compensation Document;
8. any Specifications;
9. any other documents referenced or included in the Solicitation; and
10. the Offer.

NOTE: The Scope of Work Document may be labeled or referred to in other Contract documents as the "Statement of Work" or "Scope of Work," but for purposes of applying the foregoing order of precedence, those alternate titles are to be construed as being synonymous with "Scope of Work Documents" wherever they might occur.

2.4 Independent Contractor

The Contractor is an independent contractor and shall act in an independent capacity in performance of this Contract. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability

Any term or condition deemed illegal or invalid shall be stricken from the Contract and shall not affect any other term or condition of the Contract.

2.6 Complete Integration

This Contract, including any documents incorporated by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to this Contract.



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2.7 Waiver of Rights

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 and shall not prevent enforcement of any term and condition.

3.0 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 such records shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Contract. Such records shall also be required to be produced at a designated State office if requested. For the purpose of this paragraph, reasonable times shall be during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

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 Facilities Inspection and Materials Testing

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

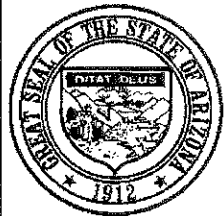
3.4 Notices

3.4.1 Notices to Contractor.

Unless otherwise stated in this Contract, notices required to be sent to the Contractor shall be sent to the person indicated on the Offer and Acceptance form submitted by the Contractor.

3.4.2 Notices to the State.

Unless otherwise stated in this Contract, notices to the State required by the Contract shall be made by the Contractor to the "buyer" indicated within the Contract in the State's e-procurement system, ProcureAZ. The respective person to whom notice shall be given may be updated by written notice to the other party. Amendment to the Contract shall not be necessary for this change.



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3.5 Advertising, Publishing and Promotion of Contract

The Contractor shall not advertise, promote, or otherwise use information concerning this Contract for commercial benefit without the prior written approval of the Procurement Officer.

3.6 Ownership of Intellectual Property

Unless otherwise stated in the Special Terms and Conditions or Scope of work, the State shall have "Government Purpose Rights" to work product. Government Purpose Rights shall be defined as the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide rights to use, modify, reproduce, release, perform, display, sublicense, disclose, and create derivatives from the work product without restriction for any activity in which the State is a party. "Government Purpose Rights" also includes the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use modify, release, create derivative works from the work product for any State Government Purpose. Recipients may include U.S. Federal Government, and other state and local governments. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for commercial purposes or authorize others to do so.

3.7 E-Verify Requirements


In accordance with A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all Federal immigration laws and regulations relating to the immigration status of their employees. The State retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Contract to ensure that the contractor or subcontractor is in compliance with paragraph 3.8. Should the State determine that the contractor and/or any subcontractors are 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.

3.8 Offshore Performance of Work Prohibited

Any services that are described in the specifications or scope of work that directly serve the State 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.

3.9 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 of this Contract, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders executed but not fully performed and satisfied prior to the expiration or termination of this Contract.

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4.0 Costs and Payments

4.1 Payments

Payments shall comply with A.R.S. Titles 35 and 41. Payment for goods and services supplied by under this Contract shall be made in full within thirty days after receipt of goods or services and a complete and accurate invoice for payment has been received by the State. In order to receive payment from the State, the Contractor shall be registered in the State's e-procurement system, Procure AZ, and have a current IRS W9 Form on file with the State, unless not required by law.

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 is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification.

Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.4 Availability of Funds

In accordance with ARS § 35-154, every payment obligation of the State under the Contract is conditioned upon the availability of funds appropriated for payment of such obligation. If funds are not appropriated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available or at the State's option, may allow appropriate amendment to the contract. 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 or for any damages as a result of termination under this paragraph.

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5.0 Contract Changes

5.1 Change Orders / 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 Change Order / Amendment within the general scope of the Contract. Changes to the Contract, directed by a person who is not specifically authorized by the procurement officer or made unilaterally by the Contractor are void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts

5.2.1 Approval Required

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 submit a formal, written request on Contractor's company letterhead, signed by an authorized representative of the Contractor, and containing the following information:

- (a) The subcontractor's name, address, phone number, e-mail, and primary point of contact.
- (b) The certifications required of the subcontractor (if any).
- (c) The subcontractor's small business status (if applicable).
- (d) The type of goods and/or services to be provided by the subcontractor.
- (e) The amount of time or effort (as a percent of total Contract performance) that the subcontractor will perform in relation to total performance of the Contract's requirements.
- (f) The quality assurance measures that the Contractor will use to monitor the subcontractor's performance.

5.2.2 Additional Information

The State reserves the right to request additional information deemed necessary about any proposed subcontractor. 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.



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6.0 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. 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).

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State, and its departments, agencies, boards, commissions, universities as defined by this Contract, and their respective officers, agents, and employees from any and all liabilities, damages, losses, investigative and other related costs, including reasonable attorney fees and court costs due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of contractor or any of its affiliates, agents, volunteers, subcontractors, or any other persons employed or used by the contractor in the performance of the Contract or subcontract. The State, its departments, agencies, boards, and commissions shall be 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."

6.2.3 Indemnification – Patent and Copyright.

With respect solely to Materials provided or proposed by Contractor or Contractor's agents, employees, or subcontractors (each a "Contractor Party") for performance of this Contract, Contractor shall indemnify, defend and hold harmless the State, against any third-party claims for liability, costs and expenses, including but not limited to reasonable attorneys' fees for infringement or violation of any patent, trademark, copyright or trade secret by any product or service provided or proposed by Contractor in performance of this Contract. If the Contractor is a public agency, this paragraph shall not apply.

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6.2.4 Limitation of Liability

State's and Contractor's respective liability arising from or related to the Contract will be limited to the greater of \$1,000,000 (one million dollars) or three times the purchase price of the specific equipment, software, or services giving rise to the claim, except in the case of a party's gross negligence or willful misconduct. For the purposes of this section, purchase price will mean the total aggregate price of the contract or if multiple purchase orders will be issued under the Contract (e.g. if it is an Arizona statewide contract), purchase price will mean the total price of the purchase order for the product or services that gave rise to the loss so that Contractor will have a separate limitation of liability for each purchase order under the Contract. This section applies to direct, indirect, incidental, special, punitive, and consequential damages relating to the products or services provided under the Contract, regardless of the legal theory under which such liability is asserted. The limitations of liability in this section will not apply to: (i) any liability arising from Contractor's non-compliance with any applicable statute, rule, regulation or order of the United States or the State of Arizona it relates to the Contract; (ii) any liability for infringement of third party intellectual property rights; (iii) claims covered by any specific provision of the Contract calling for indemnification for third party claims against State for death, bodily injury to persons, or damage to real or personal property; (iv) Contractor's negligence or willful misconduct; (v) claims covered by any provision of the Contract calling for liquidated damages or other amounts (including but not limited to, performance requirements, or (vi) costs or attorneys' fees that State is entitled to recover as prevailing party in any action.

6.3 Force Majeure


6.3.1 Performance Excused

Except for payment of sums due, neither party shall be liable to the other or deemed in default if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the party. Examples of Force Majeure include but shall not be limited to:

- (a) Acts of God or of the public enemy, and
- (b) Acts of the federal or State government in either its sovereign or contractual capacity.

6.3.2 Notice and Effect

The delayed party shall notify the other party as soon as is practicable and shall specify the causes of such delay. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party when commencement of performance will take place. For the purposes of 6.4 below, both parties shall have all rights and remedies available under law.

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6.4 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.

7.0 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 Conformity to Requirements

Unless otherwise expressly provided in this Contract, for one year after delivery and acceptance to the State, the materials and services provided under this Contract shall: conform to the requirements of this Contract and any subsequent amendments/change orders (including without limitation: all descriptions, specifications, and drawings identified in the Scope of Work, and any written affirmations of the Contractor included as part of the Contract), be free from defects in material and workmanship, conform to or perform in a manner consistent with current industry standards, and be fit for their intended purpose or use as described under the Contract. Delivery alone does not constitute acceptance by the State. Where testing and acceptance of the materials cannot be done until after installation, the warranty shall begin upon acceptance.

7.3 Contractor Personnel

Contractor, Contractor's employees, and authorized subcontractors shall perform services under this Contract in a professional manner with the requisite skills and knowledge, consistent with industry standards and in accordance with the requirements as stated in the Contract. All Contractor key personnel shall maintain any certifications relevant to the services provided under this Contract and shall provide evidence of such certification upon request.

7.4 Intellectual Property Violations

The materials and services supplied under this Contract do not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property law.

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 Warranties

All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination of this Contract.

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8.0 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 require the Contractor give a written assurance of intent to perform within a reasonable time. Failure by the Contractor to provide written assurance within the time specified may be the basis for terminating the Contract or any other remedy available by law or provided by the Contract.

8.2 Stop Work Order

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. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs associated with the work covered by the order during the period of work stoppage. If Contractor incurs losses, the Contractor must make a claim in accordance to Paragraph 10 of the Uniform Terms and Conditions of this Contract.

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 any portion of the materials or services which do not fully comply constitutes a breach of contract. The State reserves all rights to pursue any remedy available under this Contract or applicable law.

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.

9.0 Contract Termination

9.1 Termination for Conflict of Interest

Pursuant to A.R.S. § 38-511, the State may terminate 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 an employee or agent of any other party to this Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract. The termination shall be effective when the Contractor receives written notice of the termination unless the notice specifies a later time. If a political subdivision or agency of the



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State is a party to this Contract, it may also terminate 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, the administration of the Contract, or any favorable treatment concerning the Contract or performance of the Contract. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience

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

9.5 Termination for Default

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. 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. 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.

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9.6 Continuation of Performance

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.

10.0 Contract Claims

10.1 Claims Resolution

Notwithstanding any law to the contrary, 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, including judicial review under A.R.S. § 12-1518.

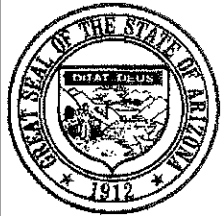
10.2 Arbitration

In a judicial review proceeding, the parties agree to comply with any applicable, mandatory arbitration requirements, in compliance with A.R.S. § 12-1518.

11.0 Comments Welcome

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

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SPECIAL INSTRUCTIONS TO OFFERORS

Section Date: May 10, 2016

1.0 Definitions

No changes to the Uniform Instructions to Offerors.

2.0 Inquiries

Supplemental to clause 2.3 of the Uniform Instructions, all questions related to the content of this Request for Proposal shall be submitted via the Q & A function within the solicitation in ProcureAZ. Inquiries received less than 72 hours prior to the bid opening date are not guaranteed to be answered before the offer due date and time. Only official solicitation amendments issued by the State Procurement Office through ProcureAZ shall constitute a change to the solicitation requirements. Technical inquiries about submitting your offer in ProcureAZ should be submitted to the ProcureAZ Help Desk by phone at (602) 542-7600, option 1, or by email at procure@azdoa.gov

3.0 Offer Preparation

No changes to the Uniform Instructions to Offerors.

4.0 Submission of Offer

4.1 ProcureAZ

Offers in response to this solicitation shall be submitted within the State's eProcurement system, ProcureAZ (<https://procure.az.gov>). Please be advised that utilizing ProcureAZ requires a certain level of technical competency that should be considered when selecting staff to work in the system. The successful submission of your offer in ProcureAZ is critical in order for the State to receive and evaluate your offer. Therefore, particular focus should be placed on the selection of staff given the responsibility for submitting your offer in ProcureAZ. Offers shall be received before the date/time listed in the solicitation's 'Bid Opening Date' field. Offers submitted outside PROCUREAZ, or those that are received after the date/time stated in the 'Bid Opening Date' field, shall be rejected.

4.2 Content of Proposal

4.2.1 Required Documents

The submitted proposal shall include the following documents. Failure to submit all documents below according to instructions may have a negative impact on the evaluated score or result in the offer being determined non-responsive and therefore not susceptible for award.



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- (a) Attachment 1 – Signed Offer Form
- (b) Attachment 2 - Offeror Questionnaire
- (c) Attachment 3 –Not Used in this Solicitation
- (d) Attachment 4 – Pricing Document
- (e) Attachment 4-A – Performance Guarantees
- (f) Attachment 5-A – Proposed Designation of Confidential Information
- (g) Attachment 5-B – Conformance Statements
- (h) Attachment 5-C – Offer Checklist

4.2.2 Pre-Printed Documents

Any pre-printed documents required by this solicitation are located within this document and shall be completed in the format provided and according to any instructions contained within the document or elsewhere in these instructions. Offerors shall download all pre-printed documents, save the completed document to their computer, and upload completed documents as part of their submitted offer in ProcureAZ. Excessive marketing attachments that are not requested in the documents listed below are discouraged.

4.2.3 Submission of Pricing

Offeror shall submit pricing according to any narrative line items in ProcureAZ and the instructions contained in Attachment 4. Failure to submit pricing according to these instructions may negatively affect the scoring of the proposal or may result in a determination of a non-responsive offer.

5.0 Evaluation

5.1 Opening

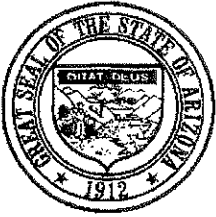
Supplemental to Uniform Instructions to Offerors paragraph 4.6, offers received by the due date and time will be opened online and the name of each Offeror will be publically available. Offers will not be subject to public inspection until after contract award.

5.2 Evaluation Criteria

In accordance with A.A.C. R2-7-C316 offers will be evaluated based on the following evaluation criteria: (1) Workmanship and Quality; (2) Cost (3) Experience and expertise; and (4) method of approach, listed in their relative order of importance.

5.3 Cost is an Essential Consideration

Regardless of the relative order assigned to cost, it is an essential consideration in every award the State makes. The State's intent is always to obtain the best pricing available and strives to make its evaluations be a straightforward comparison of best value between the responsible and responsive proposals.



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5.4 Clarifications

In accordance with A.A.C. R2-7-C313, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of providing a greater understanding of the offer. Clarifications shall not otherwise afford the Offerors the opportunity to alter or make a material change in its offer.

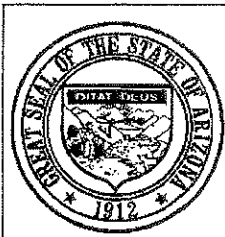
5.5 Negotiations

As provided by A.A.C. R2-7-C314, negotiations may be conducted with Offerors determined to be reasonably susceptible for award. The State shall request best and final offers from any Offeror with whom negotiations have been conducted. Award may be made without negotiations, therefore, offers shall be submitted complete and on most favorable terms.

5.6 Responsibility, Responsiveness, and Susceptibility

In accordance with A.R.S. § 41-2534(G), A.A.C. R2-7-C311, A.A.C. R2-7-C312, and R2-7-C316, the State shall consider, at a minimum, the following criteria when determining Offeror's responsibility, as well, as the proposal's responsiveness and susceptibility for contract award:

1. Whether the Offeror has had a contract within the last 5 (five) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;
2. Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;
3. Whether the Offeror is legally qualified to contract with the State and the Offeror's financial, business, personnel, or other resources, including subcontractors; This includes if the vendor or key personnel have 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;
4. Whether the Offeror promptly supplied all requested information concerning its responsibility;
5. Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, acknowledged Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
6. Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation including its Amendments and all documents incorporated by reference;



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7. Whether the Offer limits the rights of the State;
8. Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State necessary for successful Contract performance. The State shall be the sole determiner as to the reasonableness of a condition;
9. Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
10. Whether the Offeror provides misleading or inaccurate information.

5.7 Financial Stability

The Offeror must be financially stable and able to substantiate the financial stability of its company. The State reserves the right to request additional documentation from the Offeror and to request reports on financial stability from independent financial rating services. If requested, current financial statements or other financial information deemed appropriate, must be provided within 5 (five) business days of request. The State reserves the right to reject any offer which does not demonstrate financial stability sufficient for the scope of this contract award.

6.0 Award

6.1 Best Advantage to State

In accordance with A.A.C. R2-7-C317, the contract(s) shall be awarded to the responsible Offeror whose offer is determined to be most advantageous to the state based on the evaluation factors set forth in this solicitation.

6.2 Contract Document Consolidation

At its sole option, following any contract award(s) the State may consolidate the resulting contract documents. Examples of such consolidation would include: (1) reorganizing solicitation documents and those components of the Contractor's Offer not pertaining to the Contract's operation; or (2) excluding any components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.

6.3 Notice to Proceed

Contractors shall commence with the performance of the Contract upon receipt of a notice to proceed issued by the Procurement Officer or other authorized representatives as set forth in the Contract. Prior to receiving this notice, Contractors shall not commence any billable activities in the performance of the Contract.

6.4 Evidence of Insurance Coverage

Prior to commencing services under any awarded Contract, successful contractors shall provide and maintain during the entire term of an awarded Contract, a certificate of insurance indicating the coverages stated in the Special Terms and Conditions of this Solicitation.

 <p>The Great Seal of the State of Arizona, featuring a central shield with a landscape scene, surrounded by the text 'GREAT SEAL OF THE STATE OF ARIZONA' and the year '1912' at the bottom. The motto 'EPIAT DEUS' is visible at the top of the shield.</p>	<p>Request For Proposal</p> <p>Solicitation No. ADSP016-00006442</p> <p>Description: Refurbish Furniture and Services</p>	<p>Arizona Department of Administration State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007</p>
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7.0 Protests

No changes to the Uniform Instructions to Offerors.

8.0 Comments Welcome

No changes to the Uniform Instructions to Offerors.

9.0 Exhibits to the Special Instructions

None

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UNIFORM INSTRUCTIONS TO OFFERORS

Version: 01 (May 10, 2016)

1.0 Definition of Terms

As used in these Instructions, the terms listed below are defined as follows:

1.1 Attachment

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

1.2 Best and Final Offer

"Best and Final Offer" means a revision to an Offer submitted after negotiations are completed that contains the Offeror's most favorable terms for price, service, and products to be delivered. Sometimes referred to as a Final Revision.

1.3 Contract

"Contract" means the combination of the Solicitation, including the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer, any Clarifications, and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.4 Contract Amendment

"Contract Amendment" means a written document signed by the Procurement Officer issued for the purpose of making changes in the Contract.

1.5 Contractor

"Contractor" means any person who has a Contract with a state governmental unit.

1.6 Day

"Day" means calendar days unless otherwise specified.

1.7 E-Procurement

"EProcurement (Electronic Procurement)" means conducting all or some of the procurement function over the Internet. Point, click, buy, and ship Internet technology is replacing paper-based procurement and supply management business processes. Elements of eProcurement also include Request for Proposals, Request for Proposals, and Request for Quotations.

1.8 Exhibit

"Exhibit" means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.



Request for Proposal

Solicitation No.
ADSP016-00006442

Description:
Refurbish Furniture and Services and Services

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

1.9 Offer

"Offer" means a response to a Solicitation.

1.10 Offeror

"Offeror" means a person who responds to a Solicitation.

1.11 Person

"Person" means any corporation, business, individual, union, committee, club, or other organization or group of individuals.

1.12 Procurement Officer

"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.

1.13 Solicitation

"Solicitation" means a Request for Proposals ("IFB"), a Request for Technical Offers, a Request for Proposals ("RFP"), a Request for Quotations ("RFQ"), or any other invitation or request issued by the purchasing agency to invite a person to submit an offer.

1.14 Solicitation Amendment

"Solicitation Amendment" means a change to the Solicitation issued by the Procurement Officer.

1.15 Subcontract

"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.

1.16 State

"State" means the State of Arizona and Department or Agency of the State that executes the Contract.

2.0 Inquiries

2.1 Duty to Examine

It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an 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.



Request for Proposal

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2.2 Solicitation Contact Person

Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Procurement Officer.

2.3 Submission of Inquiries

All inquiries related to the Solicitation are required to be submitted in the State's eProcurement system. All responses to inquiries will be answered in the State's eProcurement system. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number. Offerors are prohibited from contacting any state employee other than the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.

2.4 Timeliness

Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

2.5 No Right to Rely on Verbal or Electronic Mail Responses

An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.

2.6 Solicitation Amendments

The Solicitation shall only be modified by a Solicitation Amendment.

2.7 Pre-Offer Conference

If a pre-Offer conference has been scheduled under the Solicitation, the date, time and location shall appear in the State's eProcurement system. Offerors should raise any questions about the Solicitation 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 Solicitation Amendment.

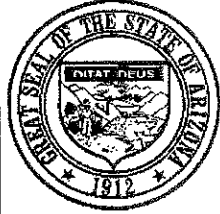
2.8 Persons with Disabilities

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.

3.0 Offer Preparation

3.1 Electronic Documents

The Solicitation is provided in an electronic format. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State's eProcurement system. Any unidentified alteration or modification to any



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Solicitation, attachments, exhibits, forms, charts, or illustrations contained herein shall be null and void. Offeror's electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .doc and .docx (Microsoft Word), .xls and .xlsx (Microsoft Excel), .ppt and .pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat). Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.

3.2 Evidence of Intent to be bound

The Offer and Acceptance form within the Solicitation shall be submitted with the Offer in the State's eProcurement system and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as a signature, shall result in rejection of the Offer.

3.3 Exceptions to RFP Documents

3.3.1 Exceptions to the Terms and Conditions.

All exceptions included with the Offer shall be submitted in the State's eProcurement system in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.

3.3.2 Exceptions to Other Solicitation Documents

An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

3.3.3 Exceptions Affect Evaluation

All exceptions that are contained in the Offer may negatively impact an Offeror's susceptibility for award. An Offer that takes exception to any material requirement of the solicitation may be rejected.

3.4 Subcontracts


Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

3.5 Cost of Offer Preparation

The State will not reimburse any Offeror the cost of responding to a Solicitation.

3.6 Federal Excise Tax

The State is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.

	<p>Request for Proposal</p> <p>Solicitation No. ADSP016-00006442</p> <p>Description: Refurbish Furniture and Services and Services</p>	<p>Arizona Department of Administration State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007</p>
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3.7 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.

3.8 Employee Identification

Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this Contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

3.9 Identification of Taxes in Offer

The State is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the Solicitation. When applicable, the tax rate and amount shall be identified on the price sheet.

3.10 Disclosure

If the 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 set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

3.11 Delivery


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

3.12 Federal Immigration and Nationality Act

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

3.13 Offshore Performance of Secure or Sensitive Work Prohibited

Any services that are described in the specifications or scope of work that directly serve the State or its clients and involve access to secure or sensitive data or personal client data shall be

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performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the Offer.

4.0 Submission of Offer

4.1 Offer Submission, Due Date and Time

Offerors responding to a Solicitation must submit the Offer electronically through the State's eProcurement system. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of the State's eProcurement system or those that are received after the due date and time shall be rejected.

4.2 Offer and Acceptance

Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted in the State's eProcurement system with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.

4.3 Solicitation Amendments

A Solicitation Amendment shall be acknowledged in the State's eProcurement system no later than the Offer due date and time. Failure to acknowledge a Solicitation Amendment may result in rejection of the Offer.

4.4 Offer Amendment or Withdrawal

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

4.5 Confidential Information

If an Offeror believes that any portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information, the Offeror shall clearly designate the trade secret and other proprietary information, using the term "confidential." An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. The Procurement Officer shall review all requests for confidentiality and provide a written determination. Until a written determination is made, a Procurement Officer shall not disclose information designated as confidential except to those individuals deemed to have a legitimate State interest. In the event the Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the State Procurement Administrator within the time specified in the written determination. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.



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4.6 Public Record

All Offers submitted and opened are public records and must be retained by the State for six years. Offers shall be open and available to public inspection through the State's eProcurement system after Contract award, except for such Offers deemed to be confidential by the State.

4.7 Non-collusion, Employment, and Services

By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that: (1) Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and (2) Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable federal, state, and local laws and executive orders regarding employment.

5.0 Evaluation

5.1 Unit Price Prevails

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

5.2 Taxes

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

5.3 Prompt Payment Discount

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

5.4 Late Offers

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

5.5 Disqualifications

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

5.6 Offer Acceptance Period

An Offeror submitting an Offer under the Solicitation shall hold its Offer open for the number of days from the Offer due date 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.



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5.7 Waiver and Rejection Rights

Notwithstanding any other provision of the Solicitation, the State reserves the right to: (1) waive any minor informality; (2) reject any or all offers or portions thereof; or (3) cancel the Solicitation.

6.0 Award

6.1 Number of Types of Awards

The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State.

6.2 Contract Inception

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

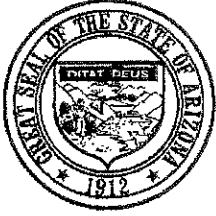
6.3 Effective Date

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

7.0 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 the 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 Procurement Officer makes the procurement file available for public inspection. Any such protest shall include:

1. The name, address, email address and telephone number of the interested party;
2. The signature of the interested party or its representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.



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8.0 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.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ELONTEC LLC**

**EXHIBIT B
Scope of Work**

PROJECT

In accordance with the terms and conditions of this Agreement and the State of Arizona Contract No. ADSPO17-150120, the City is retaining Elontec LLC to provide services to refurbish furniture city-wide on an as-needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ELONTEC LLC**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is in accordance with Section 3 of this agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$100,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay Contractor compensation in accordance with the rates as set forth in the State of Arizona Contract, No. ADSPO17-150120, to provide services to refurbish furniture city-wide on an as-needed basis.



Attachment 4-A

Solicitation No.
ADSP016-00006442
Description:
Refurbish Furniture and Services

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave., Suite 201
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Attachment 4-A

Modular Refurbishment For Existing State Furniture		
Resize height/width of panel	Height: \$ <u>72.00</u>	Width: \$ <u>115.00</u>
Resize work surface/re-edgeband	\$ <u>58.00</u> (includes new edgeband)	
Recover tack boards, flipperdoors	\$ 53.00	
Recover panels	One side: \$ <u>76.00</u>	Both sides: \$ 126.00
Wood refinishing	Will quote per item	
Power to non-power panels	\$ 120.00	



Attachment 4-B
 Solicitation No.
 ADSP016-00006442
 Description:
 Refurbish Furniture and Services

Arizona Department of
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 State Procurement Office
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Attachment 4-B

PRICE PROPOSAL REGIONAL DELIVERY SERVICE

Region 1 Delivery Flat Fee \$ 800.00

Region 1 Drop Ship Flat Fee \$ 550.00

Region 2 Delivery Flat Fee \$ 800.00

Region 2 Drop Ship Flat Fee \$ 550.00

Region 3 Delivery Flat Fee \$ 500.00

Region 3 Drop Ship Flat Fee \$ 350.00

Region 4 Delivery Flat Fee \$ 250.00

Region 4 Drip Ship Flat Fee \$ 150.00

Region 5 Delivery Flat Fee \$ 800.00

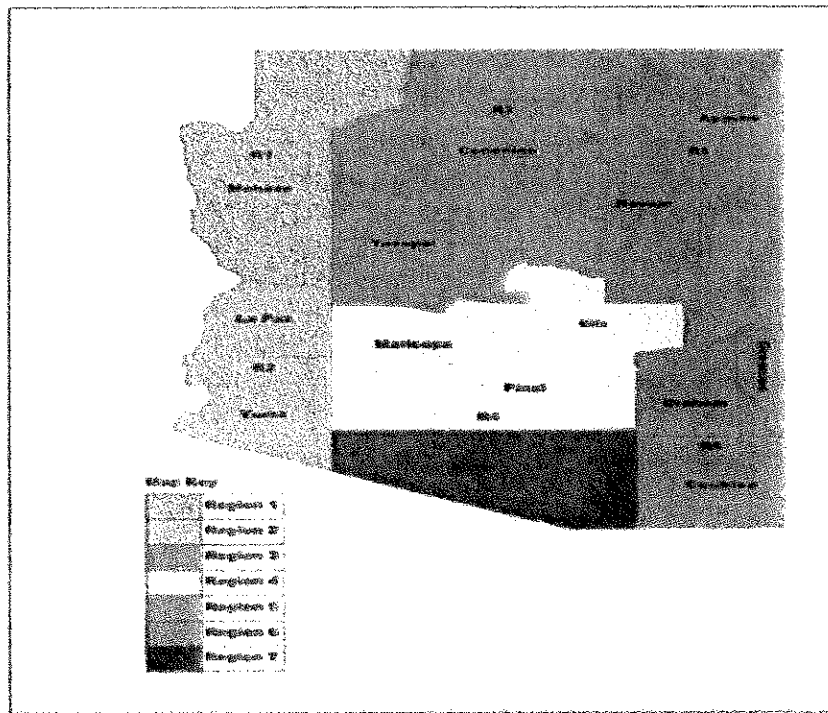
Region 5 Drop Ship Flat Fee \$ 550.00

Region 6 Delivery Flat Fee \$ 800.00

Region 6 Drop Ship Flat Fee \$ 550.00

Region 7 Delivery Flat Fee \$ 500.00

Region 7 Drop Ship Flat Fee \$ 350.00





Attachment 4-A

Solicitation No.
ADSP016-00006442
Description:
Refurbish Furniture and Services

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State Procurement Office
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Attachment 4-C

Hourly Rates	Hourly Rates
Installation Services	\$31.00
Disassembly/Relocation/Reconfiguration Services	\$31.00
Repair Services	\$31.00

	Attachment 4-D Solicitation No. ADSP016-00006442 Description: Refurbish Furniture and Services	Arizona Department of Administration State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007
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Attachment 4-D

PRICE PROPOSAL STANDARD WORKSTATION (8' X 8')

Manufacturer Herman Miller

Please fill this out per each manufacture you provide refurbishment

Components	Required Qty's	Unit Price
Panel, Fabric Non-power 47H 48W	3	\$346.68
Panel, Fabric Power 4-Circ W/Com Pt Lc 47H 48W	2	\$289.80
Panel, Fabric Power 4-Circ W/Com Pt Lc 67H 48W	2	\$336.24
Draw Rod 42H	2	\$9.00
Draw Rod 62H	1	\$4.68
Conn,2-Way 90 Deg Hard 47H	1	\$24.12
Conn,2-Way 90 Deg Hard 67H	2	\$55.44
Fin End 47H	2	\$21.96
Fin End, Change of Height, Panel/Conn	2	\$10.44
15 Amp Receptacle 4 Circuit, Duplex, Circuit A 6/Pkg	1	\$35.46
15 Amp Receptacle 4 Circuit, Duplex, Circuit B 6/Pkg	1	\$35.46
15 Amp Receptacle 4 Circuit Duplex, Circuit D isolated ground ...	1	\$35.46
Work Surface, Sq-Edge Rect Lam 24D 24W	1	\$43.56
Work Surface, Sq-Edge Rect Lam 24D 48W	2	\$124.92
Work Surface, Sq-Edge Cor Lam 24D 48W	1	\$101.70
Support Panel, Work Surface, End Lam 24D	1	\$48.42
Work Surface Support, Sgl Right 24D	3	\$17.28
Work Surface Support, Sgl Left 24D	3	\$17.28
Work Surface Bracket, Left 4/Pkg	1	\$8.10
Work Surface Bracket, Right 4/Pkg	1	\$8.10
Flip Dr Unit, B-Style Fab, W/Lock 13D 48W 15-1/2H	1	\$98.46
Shelf, B-Style 7-1/2H 13D 48W	1	\$27.54
Task Light, E.E.,No Dim,AO/Etho/Canvas,Chi 48W	1	\$71.10
Tackboard, B-Style 16H 48W	2	\$72.72



Attachment 4-D

Solicitation No.
ADSPO16-00006442
Description:
Refurbish Furniture and Services

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Components	Required Qty's	Unit Price
Pedestal Q-Pull, Freestanding, Ptd Mtl Frnt, 24D B/B/F	1	\$120.42
Lateral File, Q-Pull Freestanding ,Ptd Mtl Frnt 2 Dwr 30W	1	\$207.54
Key Alike Kit (3 Cores_	1	\$12.06
Grand Total – Herman Miller 8x8 Typical		\$2,183.94

	Attachment 4-D Solicitation No. ADSP016-00006442 Description: Refurbish Furniture and Services	Arizona Department of Administration State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007
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PRICE PROPOSAL STANDARD WORKSTATION (8' X 8')

Manufacturer Knoll

Please fill this out per each manufacture you provide refurbishment

Components	Required Qty's	Unit Price
Top Cap and Raceway Cover Kit, 48Wx4H, with Outlet Plates	2	\$5.47
Top Cap and Raceway Cover Kit, 48Wx4H, No Outlet Plates	3	\$8.21
T5 Task Light for Reuter, Standard, 37"W for use with 42" and wider Overhead	1	\$44.64
Top Cap and Raceway Cover Kit Post Assembly, 2-Way 90 "L"	2	\$0.58
Top Cap and Raceway Cover Kit Post Assembly, End	1	\$0.29
Power Rail for Panel Base, 48W, non shielded	4	\$156.67
Power Connector, Straight/L, 18W	2	\$33.98
Power Connector, Through Post, 21W	1	\$16.99
Duplex Outlet, Circuit A, Black	1	\$7.78
Duplex Outlet, Circuit Y, Black	1	\$7.78
Duplex Outlet, Circuit B, Black	1	\$7.78
Pedestal, Double-Wide with Lock 30Wx19Dx26-7/8H, Options	1	\$250.70
Floorstanding Pedestal, Desk Height, 14-7/8Wx24Dx26-5/8H (2 Box, 1 File)	1	\$210.10
Panel, 64Hx48Wx2-1/4D, Upholstered Both Sides or Combination Veneer/Upholstery	2	\$362.02
Panel, 48Hx48Wx2-1/4D, Upholstered Both Sides or Combination Veneer/Upholstery	3	\$495.50
Post Assembly, 2-Way 90 48H	1	\$35.86
Post Assembly, End, 48H	1	\$14.40
Trim Cover, 2-Way 90, 16H	1	\$9.65
High-Low Post Assembly, 64H, 2-Way 90 "L" (64,48,0,0)	1	\$53.28
Reuter Open Shelf, Morrison panel brackets, 48Wx13Dx8H	1	\$81.22
Reuter Overhead Cabinet, one door, 48Wx14-1/4Dx14-3/4H	1	\$199.01
Worksurface, Rectangular, 48Wx24Dx1-1/4H	2	\$132.77
Worksurface, Rectangular, 24Wx24Dx1-1/4H	1	\$51.41



Attachment 4-D

Solicitation No.
ADSP016-00006442
Description:
Refurbish Furniture and Services

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

Components	Required Qty's	Unit Price
Worksurface, Curvilinear Corner, 48x48x24x24	1	\$17.42
Bracket, Cantilever Bridging for 24D Surface, machine screws	1	\$12.96
Bracket, Flat for 24" Surface, machine screws	2	\$12.96
Bracket, Desk End Panel/Worksurface -T, for 24-36 Surface, machine screws	2	\$11.23
Bracket, Desk Panel Mid-Span AUX-D, machine screws	2	\$23.90
Cantilever Bracket -C, 21D, wood screws, Left, for 24D worksurface	2	\$135.07
Universal Desk End Panel, Desk Height, 23Wx1-1/4Dx26H	2	\$0.00
Set of 3 cores/keys (black)	1	\$58.75
Bracket, VDT End Support Kit -V, 48D, machine screws	2	\$17.42
Other (Specify)		
Grand Total – Knoll 8x8		\$2,601.65

	Attachment 4-D Solicitation No. ADSP016-00006442 Description: Refurbish Furniture and Services	Arizona Department of Administration State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007
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PRICE PROPOSAL STANDARD WORKSTATION (8' X 8')

Manufacturer Steelcase

Please fill this out per each manufacture you provide refurbishment

Components	Required Qty's	Unit Price
Tackable/Acoustical Panel – Powered – 65H x 48W	2	\$406.30
Tackable/Acoustical Panel – Powered – 53H x 48W	4	\$749.09
Tackable/Acoustical Panel – Non-Powered – 53H x 48W	1	\$145.31
Medium Size Topcap 1 3/8" Tall - . Rectangular - 2mm Edge - 24D x 48W	2	\$121.50
Rectilinear Corner - 2mm Edge - 24D x 48W	1	\$109.67
Rectilinear Corner - 2mm Edge - 24D x 24W	1	\$39.37
Duplex Outlet - Line 1	1	\$8.10
Duplex Outlet - Line 2	1	\$8.10
Duplex Outlet - Line 4 - Dedicated	1	\$8.10
Lateral File L Series Sq. Front 2 Drawer 30" (no top)	1	\$211.90
Pedestal - Box,Box,File - 24D	1	\$120.53
Standard End Panel - 24D	1	\$53.14
Regular Cantilever - Left Hand - 24D	3	\$31.10
Regular Cantilever - Right Hand - 24D	3	\$31.10
Type C Flipper Unit - 48W	1	\$100.28
Mid Height Shelf Unit - 48W	1	\$42.28
Tasklight - Black - 48W	2	\$80.35
Key Alike Kit (3 Cores)	1	\$10.85
Flat Plate	6	\$20.41
HiLo Corner Brackets - 53H - Pair	2	\$20.74
Porkchop Connector Kit	1	\$5.83
Side/Support Rear Bracket - Left	1	\$7.29
Grand Total – Steelcase 8x8		\$2,331.34

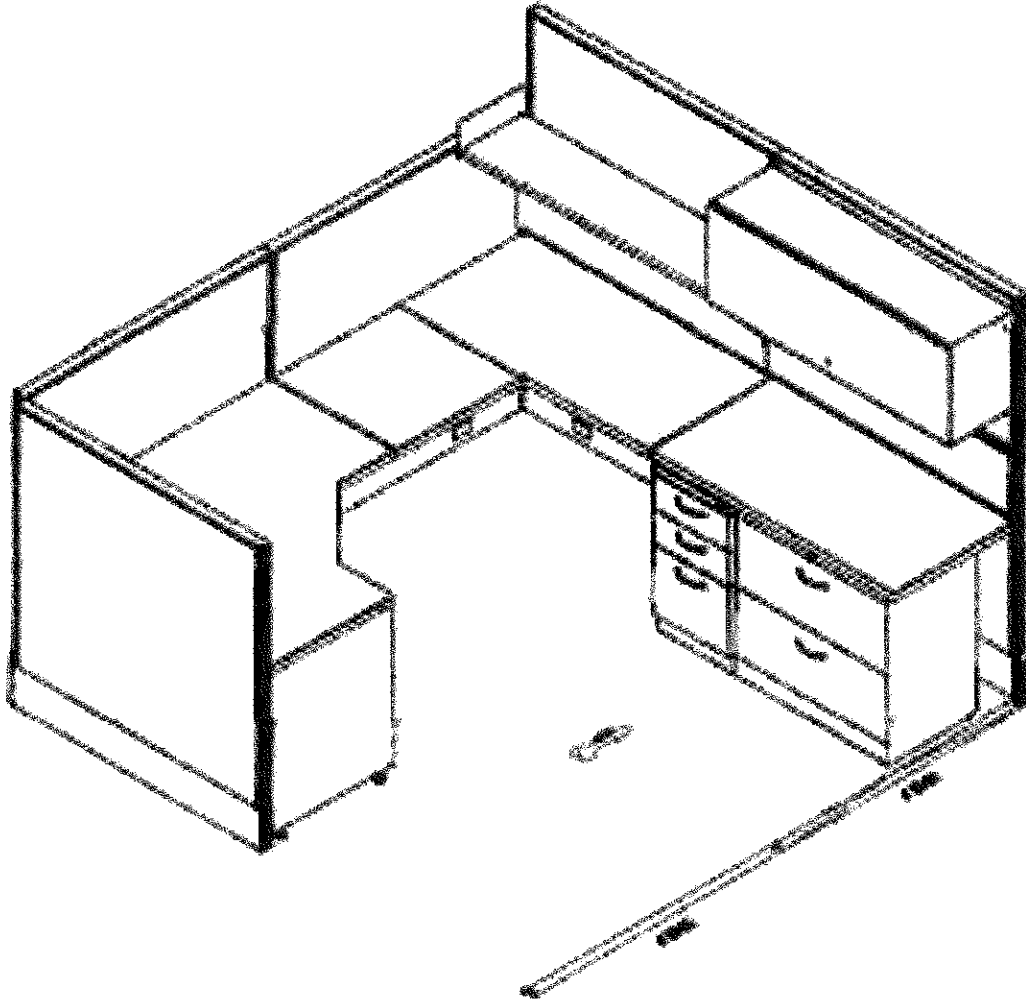


Attachment 4-D

Solicitation No.
ADSP016-00006442

Description:
Refurbish Furniture and Services

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



	Attachment 4-D Solicitation No. ADSP016-00006442 Description: Refurbish Furniture and Services	Arizona Department of Administration State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007
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PRICE PROPOSAL STANDARD WORKSTATION (6' X 8')

Manufacturer Herman Miller

Please fill this out per each manufacture you provide refurbishment

Components	Required Qty's	Unit Price
Panel, Fabric Non-power 47H 36W	3	\$302.94
Panel, Fabric Non-power 47H 60W	2	\$284.04
Panel, Fabric Power 4-Circ W/Com Pt, Lc 67H 36W	2	\$303.48
Draw Rod 42H	1	\$4.50
Draw Rod 62H	1	\$4.68
Conn,2-Way 90 Deg Hard 47H	1	\$24.12
Conn,2-Way 90 Deg Hard 67H	2	\$55.44
Fin End 47H	2	\$21.96
Fin End, Change of Height Panel/Conn	2	\$10.44
15 Amp Receptacle 4 Circuit, Duplex, Circuit A 6/Pkg	1	\$35.46
15 Amp Receptacle 4 Circuit, Duplex, Circuit B 6/Pkg	1	\$35.46
15 Amp Receptacle 4 Circuit, Duplex, Circuit D isolated ground 6/Pkg	1	\$35.46
Work Surface, Sq-Edge Rect Lam 24D 36W	1	\$55.44
Work Surface, Sq-Edge Rect Lam 24D 60W	1	\$79.92
Work Surface Sq-Edge Cor Lam 24D 36W	1	\$86.58
Work Surface Support, Sgl Left 24D	2	\$11.52
Work Surface Support, Sgl Right 24D	2	\$11.52
Work Surface Bracket, Left 4/Pkg	1	\$8.10
Work Surface Bracket, Right 4/Pkg	1	\$8.10
Flipper Door Unit,B-Style Fab,W/Lock 13D 36W 15-1/2H	1	\$86.94
Shelf, B-Style 7-1/2H 13D 36W	1	\$24.66
Task Light, E.E.,No Dim,AO/Etho/Canvas,Chi 36W	1	\$67.68
Tackboard, B-Style 16H 36W	2	\$65.52
Ped Q-Pull, Freestd,Ptd Mtl Frnt, 24D B/B/F	1	\$120.42
Ped Q-Pull, Freestd,Ptd Mtl Frnt, 24D F/F	1	\$123.48

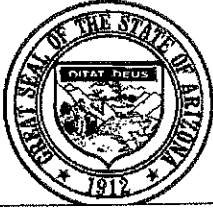


Attachment 4-D

Solicitation No.
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Description:
Refurbish Furniture and Services

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Components	Required Qty's	Unit Price
Lateral File, Q-Pull Freestd,Ptd Mtl Frnt, 2 Dwr 30W	1	\$207.54
Key Alike Kit (4 Cores)	1	\$16.02
Grand Total – Herman Miller 6x8		\$2,091.42



Attachment 4-D

Solicitation No.
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Arizona Department of
Administration
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PRICE PROPOSAL STANDARD WORKSTATION (6' X 8')

Manufacturer Knoll

Please fill this out per each manufacture you provide refurbishment

Components	Required Qty's	Unit Price
Tackboard, Wall Hung, 36W, H1 height	1	\$51.51
Top Cap and Raceway Cover Kit, 36Wx4H, with Outlet Plates	2	\$2.55
Top Cap and Raceway Cover Kit, 36Wx4H, No Outlet Plates	2	\$2.55
Top Cap and Raceway Cover Kit, 30Wx4H, No Outlet Plates	2	\$2.38
Top Cap and Raceway Cover Kit Post Assembly, 2-Way 90 "L"	2	\$0.34
Top Cap and Raceway Cover Kit Post Assembly, End	1	\$0.34
Power Rail for Panel Base, 36W, non shielded	2	\$41.65
Power Connector, Straight/L, 18W	1	\$20.06
Duplex Outlet, Circuit X, Black	1	\$9.18
Duplex Outlet, Circuit A, Black	1	\$9.18
Duplex Outlet, Circuit B, Black	1	\$9.18
Pedestal, Double-Wide with Lock 36Wx19Dx26-7/8H, Options	1	\$375.70
Floorstanding Pedestal, Desk Height, 14-7/8Wx24Dx26-5/8H (2 Box, 1 File)	1	\$248.03
Floorstanding Pedestal, Desk Height, 14-7/8Wx24Dx26-5/8H (Double File)	1	\$222.70
Panel, 64Hx36Wx2-1/4D, Upholstered Both Sides or Combination Veneer/Upholstery	2	\$180.88
Panel, 48Hx36Wx2-1/4D, Upholstered Both Sides or Combination Veneer/Upholstery	2	\$158.78
Panel, 48Hx30Wx2-1/4D, Upholstered Both Sides or Combination Veneer/Upholstery	2	\$141.78
Post Assembly, 2-Way 90 48H	1	\$42.33
Post Assembly, End, 48H	1	\$17.00
Trim Cover, 2-Way 90, 16H	1	\$11.39
High-Low Post Assembly, 64H, 2-Way 90 "L" (64,48,0,0)	1	\$62.90
Reuter Open Shelf, Morrison panel brackets, 36Wx13Dx8H	1	\$82.62
Reuter Overhead Cabinet, one door, 36Wx14-1/4Dx14-3/4H	1	\$179.86



Attachment 4-D

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Arizona Department of
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* Components	Required Qty's	Unit Price
T5 Task Light for Reuter, Standard, 25"W for use with 30" and wider Overhead	1	\$48.79
Worksurface, Curvilinear Corner, 36x36x24x24	1	\$134.81
Worksurface, Rectangular, 36Wx24Dx1-1/4H	1	\$70.89
Worksurface, Rectangular, 60Wx24Dx1-1/4H	1	\$90.61
Bracket, Cantilever Bridging for 24D Surface, machine screws	2	\$20.57
Set of 2 cores/keys (black)	1	\$0.00
Bracket, VDT End Support Kit -V, 36D, machine screws	1	\$30.09
Other (Specify)		
Grand Total – Knoll 6x8		\$2,268.65

	Attachment 4-D Solicitation No. ADSP016-00006442 Description: Refurbish Furniture and Services	Arizona Department of Administration State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007
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PRICE PROPOSAL STANDARD WORKSTATION (6' X 8')

Manufacturer Steelcase

Please fill this out per each manufacture you provide refurbishment

Components	Required Qty's	Unit Price
Tackable/Acoustical Panel – Powered – 65H x 36W	2	\$306.45
Tackable/Acoustical Panel – Powered – 53H x 36W	1	\$169.78
Tackable/Acoustical Panel - Non Powered - 53H x 24W	2	\$223.56
Tackable/Acoustical Panel - Non Powered - 53H x 36W	4	\$510.62
Rectangular - 2mm Edge - 24D x 36W	1	\$51.35
Rectangular - 2mm Edge - 24D x 60W	1	\$74.68
Rectilinear Corner - 2mm Edge - 24D x 36W	1	\$81.97
Pedestal - File,File - 24D	1	\$120.53
Lateral File L Series Sq. Front 2 Drawer 30" (no top)	1	\$211.90
Pedestal - Box,Box,File - 24D	1	\$120.53
Type C Flipper Unit - 36W	1	\$92.34
Mid Height Shelf Unit - 36W	1	\$36.29
Tasklight - Black - 36W	2	\$75.17
Key Alike Kit (4 Cores)	1	\$14.42
Regular Cantilever - Left Hand - 24D	3	\$31.10
Regular Cantilever - Right Hand -24D	3	\$31.10
Side/Support Rear Bracket - Left	1	\$7.29
Flat Plate	2	\$6.80
Duplex Outlet - Line 1	1	\$8.10
Duplex Outlet - Line 2	1	\$8.10
Duplex Outlet - Line 4 - Dedicated	1	\$8.10
HiLo Corner Brackets - 53H – Pair	2	\$20.74
Porkchop Connector Kit	1	\$5.83
Grand Total – Steelcase 6x8		\$2,216.75

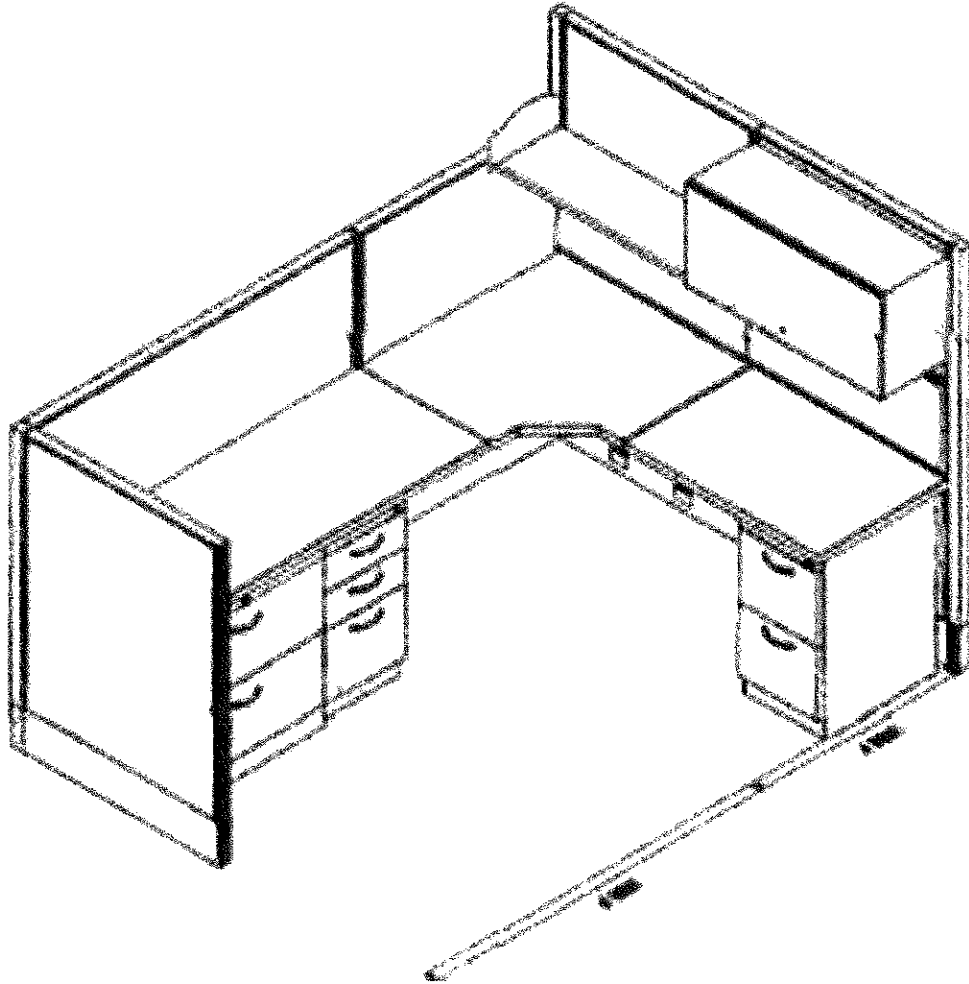


Attachment 4-D

Solicitation No.
ADSP016-00006442

Description:
Refurbish Furniture and Services

Arizona Department of
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Attachment 4-D

Solicitation No.
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Description:
Refurbish Furniture and Services

Arizona Department of
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PRICE PROPOSAL STANDARD WORKSTATION (8 X 12')

Manufacturer Herman Miller

Please fill this out per each manufacture you provide refurbishment

Components	Required Qty's	Unit Price
Panel, Fabric Non-powe4r 47H 48W	2	\$231.12
Panel, Fabric Power 4-Circ W/Com Pt, Lc 47H 48W	4	\$579.60
Panel, Fabric Power 4-Circ W/Com Pt, Lc 67H 48W	3	\$504.36
Draw Rod 42H	2	\$9.00
Draw Rod 62H	2	\$9.36
Conn,2-Way 90 Deg Hard 47H	2	\$48.24
Conn,2-Way 90 Deg Hard 67H	2	\$55.44
Fin End 47H	2	\$21.96
Finish End, Change of Height, Panel/Conn	2	\$10.44
Flat Plate	8	\$30.24
15 Amp Receptacle 4 Circuit, Duplex, Circuit A 6/Pkg	2	\$70.92
15 Amp Receptacle 4 Circuit Duplex, Circuit B 6/Pkg	2	\$70.92
15 Amp Receptacle 4 Circuit, Duplex, Circuit C 6/Pkg	2	\$70.92
Work Surface, Sq-Edge Rect Lam 24D 48W	3	\$187.38
Rectilinear Corner - LH - 2mm Edge - 24 x 48W x 72W	1	\$165.06
Rectilinear Corner - RH - 2mm Edge - 24 x 48W x 72W	1	\$165.06
Work Surface Bracket, Left 4/Pkg	1	\$8.10
Work Surface Support, Sgl Left 24D	4	\$23.04
Work Surface Support, Sgl Right 24D	4	\$23.04
Support Panel, Wk Surf, End Lam 24D	2	\$96.84
Shelf, B-Style 7-1/2H 13D 48W	1	\$27.54
Flip Dr Unit, B-Style Fab,W/Lock, 13D 48W 15-1/2H	2	\$196.92
Task Light, E.E.,No, Dim,AO/Etho/Canvas, Chi 48W	2	\$142.20
Tackboard, B-Style 20H 48W	2	\$94.32
Ped Q-Pull, Freestd, Ptd Mtl Frnt, 24D B/B/F	2	\$240.84



Attachment 4-D

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Refurbish Furniture and Services

Arizona Department of
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Components	Required Qty's	Unit Price
Lateral File, Q-Pull Freestd,Ptd Mtl Frnt 2 Dwr 42W	1	\$235.80
Key Alike Kit (2 Cores)	1	\$8.10
Key Alike Kit (3 Cores)	1	\$12.06
Grand Total – Herman Miller 8x12		\$3,338.82



Attachment 4-D

Solicitation No.
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Refurbish Furniture and Services

Arizona Department of
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PRICE PROPOSAL STANDARD WORKSTATION (8 X 12')

Manufacturer Knoll

Please fill this out per each manufacture you provide refurbishment

Components	Required Qty's	Unit Price
Tackboard, Wall Hung, 48W, H1 height	2	\$94.64
Top Cap and Raceway Cover Kit, 48Wx4H, with Outlet Plates	3	\$7.41
Top Cap and Raceway Cover Kit, 48Wx4H, No Outlet Plates	6	\$14.82
Top Cap and Raceway Cover Kit Post Assembly, 2-Way 90 "L"	4	\$1.04
Top Cap and Raceway Cover Kit Post Assembly, End	2	\$0.52
Power Rail for Panel Base, 48W, non shielded	7	\$247.52
Power Connector, Straight/L, 18W	4	\$61.36
Power Connector, Through Post, 21W	2	\$30.68
Duplex Outlet, Circuit A, Black	2	\$14.04
Duplex Outlet, Circuit Y, Black	1	\$7.02
Duplex Outlet, Circuit B, Black	2	\$14.04
Duplex Outlet, Circuit X, Black	1	\$7.02
Pedestal, Double-Wide with Lock 36Wx19Dx26-7/8H, Options	1	\$287.30
Floorstanding Pedestal, Desk Height, 14-7/8Wx24Dx26-5/8H (2 Box, 1 File)	2	\$379.34
Panel, 64Hx48Wx2-1/4D, Upholstered Both Sides or Combination Veneer/Upholstery	3	\$490.23
Panel, 48Hx48Wx2-1/4D, Upholstered Both Sides or Combination Veneer/Upholstery	6	\$894.66
Post Assembly, 2-Way 90 48H	2	\$64.74
Post Assembly, End, 48H	2	\$26.00
Trim Cover, 2-Way 90, 16H	2	\$17.42
High-Low Post Assembly, 64H, 2-Way 90 "L" (64,48,0,0)	2	\$96.20
Reuter Open Shelf, Morrison panel brackets, 48Wx13Dx8H	1	\$73.32
Reuter Overhead Cabinet, one door, 48Wx14-1/4Dx14-3/4H	2	\$359.32
T5 Task Light for Reuter, Standard, 37"W for use with 42" and wider Overhead	2	\$80.60



Attachment 4-D

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Description:
Refurbish Furniture and Services

Arizona Department of
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Components	Required Qty's	Unit Price
Worksurface, Rectangular, 48Wx24Dx1-1/4H	3	\$179.79
Extended Straight Corner Top, 48Wx72Dx1-1/4H, right hand, 24/24" return	1	\$130.00
Extended Straight Corner Top, 48Wx72Dx1-1/4H, left hand, 24/24" return	1	\$130.00
Bracket, Flat for 24" Surface, machine screws	4	\$23.40
Bracket, Desk End Panel/Worksurface -T, for 24-36 Surface, machine screws	2	\$11.70
Bracket, Desk Panel Mid-Span AUX-D, machine screws	2	\$10.14
Cantilever Bracket -C, 21D, wood screws, Left, for 24D worksurface	1	\$10.79
Cantilever Bracket -C, 21D, wood screws, Right, for 24D worksurface	1	\$10.79
Universal Desk End Panel, Desk Height, 23Wx1-1/4Dx26H	2	\$121.94
Bracket, VDT End Support Kit -V, 48D, machine screws	2	\$53.04
Set of 5 cores/keys (black)	1	\$0.00
Cantilever Bracket -C, 15D, wood screws, Right, for 18D worksurface	1	\$9.36
Cantilever Bracket -C, 15D, wood screws, Left, for 18D worksurface	1	\$9.36
Other (Specify)		0
Grand Total 8X12 Knoll		\$3,969.55

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PRICE PROPOSAL STANDARD WORKSTATION (8 X 12')

Manufacturer Steelcase

Please fill this out per each manufacture you provide refurbishment

Components	Required Qty's	Unit Price
Tackable/Acoustical Panel – Powered – 65H x 48W	3	\$616.64
Tackable/Acoustical Panel – Powered – 53H x 48W	4	\$756.29
Tackable/Acoustical Panel – Non Powered - 53H x 48W	2	\$297.83
Rectangular - 2mm Edge - 24D x 48W	3	\$189.45
Rectilinear Corner - LH - 2mm Edge – 24 x 48W	1	\$155.75
Rectilinear Corner - RH - 2mm Edge – 24 x 48W	1	\$155.75
Standard End Panel - 24D	2	\$113.47
Duplex Outlet - Line 4 - Dedicated	2	\$23.40
Duplex Outlet - Line 2	2	\$23.40
Duplex Outlet - Line 1	2	\$23.40
Lateral File L Series Sq. Front 2 Drawer 42" (no top)	1	\$253.93
Pedestal - Box,Box,File - 24D	2	\$248.26
Regular Cantilever - Left Hand - 24D	2	\$27.94
Regular Cantilever - Right Hand – 24D	2	\$27.94
Flat Plate	8	\$34.42
Side/Support Rear Bracket - Left	2	\$21.78
Mid Height Shelf Unit - 48W	1	\$49.48
Type C Flipper Unit - 48W	2	\$207.76
Key Alike Kit (3 Cores)	1	\$18.05
Key Alike Kit (2 Cores)	1	\$14.49
Tasklight - Black - 48W	3	\$127.73
HiLo Corner Brackets - 53H - Pair	2	\$27.94
Grand Total – Steelcase 8x12		\$3,415.10

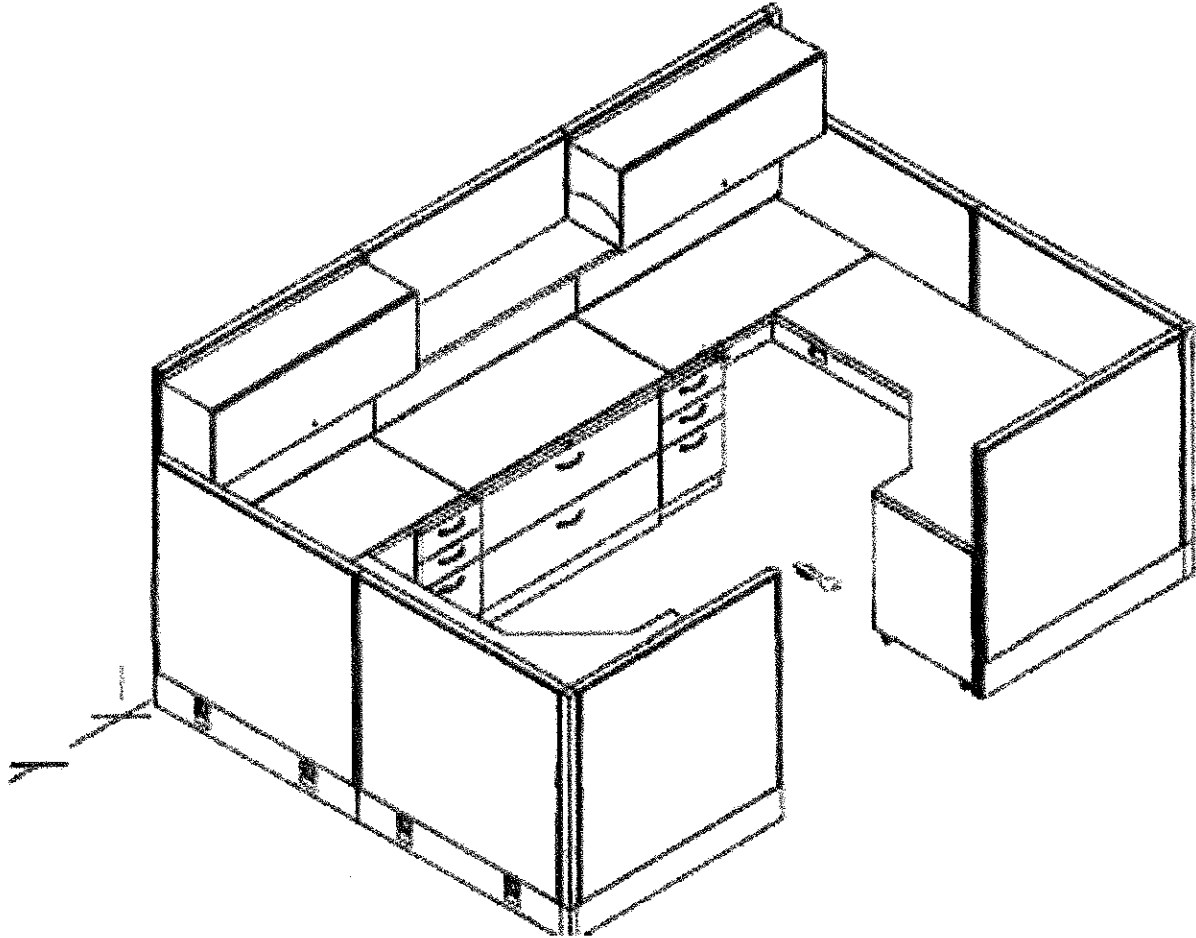


Attachment 4-D

Solicitation No.
ADSP016-00006442

Description:
Refurbish Furniture and Services

Arizona Department of
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Legislation Description

File #: 17-170, Version: 1

**AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH MAKPRO SERVICES, LLC,
FOR PAVEMENT MANAGEMENT PROGRAM PUBLIC OUTREACH**

Staff Contact: Michelle Woytenko, Deputy Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Professional Services Agreement (PSA) with MakPro Services, LLC in an amount not to exceed \$72,000, for Pavement Management Program public outreach and to authorize the City Manager, at the City Manager's discretion, to renew the Agreement for an additional four, one-year terms, contingent upon Council Budget approval. The initial term of the Agreement is effective for one year.

Background

The Pavement Management Program (PMP) will extend the overall life-expectancy of Glendale's streets through a series of pavement preservation projects, including Mill and Overlay, Slurry Seal, and Crack Seal. Roadway construction will take place in various parts of the city throughout the duration of each PMP project, impacting many streets and neighborhoods.

Analysis

The Engineering division selected MakPro Services, LLC, from its on-call consulting list. In addition, MakPro Services, LLC, has participated in previous PMP projects within the city, helping to provide public outreach and project meeting support, including the setup of 24 hour/7 days a week project hotlines, and the preparation and distribution of public informational materials to businesses and residents.

Community Benefit/Public Involvement

Public information and outreach is one of the most cost effective methods to mitigate the impacts of work zones activities. The use of a public relations firm such as MakPro ensures that accurate and timely information reaches the public to help improve safety, and decrease traffic delays and public frustration.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2016-17 Capital Improvement Plan budget. Expenditures with MakPro Services, LLC are not to exceed \$72,000 over the full five-year term of the Agreement, contingent upon Council budget approval.

Cost	Fund-Department-Account
\$72,000	2000-68917-551200, Pavement Management-HURF

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**PROFESSIONAL SERVICES AGREEMENT
(Not Construction Related)
Pavement Management Program Public Outreach**

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and MakPro Services, LLC, an Arizona limited liability company, ("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. Consultant shall not engage any subcontractor for the work or services to be performed under 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 currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant 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.

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

3.4 **Coordination; Interaction.**

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Consultant 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, 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 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 \$72,000.00 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.
 - a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.
 - b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
 - c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
 - d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

- 4.4 **Expenses.** City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:
- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
 - b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
 - c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 **Applications.**

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 **Payment.**

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Consultant and its Subconsultants; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants 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 provisions of Sec. 5.
 - b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. **Professional Liability.** Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of \$1,000,000 for each claim and a \$1,000,000 annual aggregate limit.
- d. **Worker's Compensation:** Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 **Indemnification.**

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.

- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
 - c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.
- 8.3 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:
- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
 - b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
 - c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.
- 8.4 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.
- 8.5 **Waiver of Subrogation.** **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).
- 8.6 **Verification of Coverage.** Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

- 8.7 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.
- 8.8 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.
9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrant their compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
12. **Notices.**
- 12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.
- 12.2 **Representatives.**
- a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

MakPro Services, LLC
c/o Teresa Makinen
2036 N. Gentry
Mesa, Arizona 85213

- 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 Sharletha Johnson
5950 West Glendale Avenue, 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.

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

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

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

14.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every

other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

- 14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
15. **Term**. The term of this Agreement commences upon the effective date and continues for a one (1) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional four years, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. . There are no automatic renewals of this Agreement.
16. **Dispute Resolution**. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
17. **Exhibits**. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- | | |
|-----------|---------------|
| Exhibit A | Project |
| Exhibit B | Scope of Work |
| Exhibit C | Schedule |
| Exhibit D | Compensation |

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

MakPro Services, LLC,
an Arizona limited liability company



By: Teresa Makinen
Its: Principal/Owner

EXHIBIT A
Professional Services Agreement

PROJECT

Project will include public outreach services for the City of Glendale's overlay, surface treatment, and crack seal programs as part of the Pavement Management Program. It is expected this program will provide for three separate contracts/contractors, one each for mill/overlay, slurry seal and crack seal, with the potential for additional contracts/contractors for other pavement applications that may be evaluated by the City.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

As part of the public involvement and outreach for each of the projects, MakPro proposes to:

- coordinate with the project team to determine the project schedule and sequencing.
- coordinate with contractor for traffic control signs that display project hotline number.
- work with Glendale Marketing to develop an initial press release for the project, and to review any project materials/information to be distributed.
- work with City of Glendale Webmaster to develop web content/presence for the project.
- develop individual flyers for distribution to residents and/or businesses in the specific impacted areas to provide contact information and project information, so they can better understand the project impacts.
- provide information to City Council, Management, Transportation (Traffic Control), and Engineering related to upcoming construction.
- coordinate with project team to develop and distribute initial project information so those effected may find alternate routes of travel if necessary.
- plan, prepare for and attend, when needed, meetings with City staff or Council assistants to discuss the project and identify effective communication mechanisms.
- communicate with property management or HOA's for larger communities or business centers near the project areas so they will be aware of the work and the project team can understand potential issues to assist in resolving those.
- coordinate with schools, churches or other large organizations in the general vicinity of the construction so they can inform their students, congregation or staff.
- for work primarily in residential areas, coordinate with trash or other residential services to prevent disruption of those services during our work.
- establish a project hotline for the project with a live response 24 hours a day.
- attend project meetings to identify potential community impacts and issues
- prepare for weekly project meetings (one each for overlay, surface treatment, and crack seal), and document and distribute meeting notes and updates to team.

As a general rule, our method of approach is as follows:

- For Crack Seal: Mail postcards to those on the affected streets and the HOA.
- For Surface Treatment: For residential areas, if there will be additional work, such as concrete repairs, etc., then a postcard mailer will be mailed to those on the affected streets and the HOA with general project and schedule information. Once the street is scheduled for surface application, door hangers are placed on the homes in the affected area. For commercial areas, personal notifications are provided prior to the surface application taking place. If concrete work will disrupt access or result in other impacts to the business, the business will be notified.
- For Mill and Overlay: Mill and overlay is typically conducted for collector or major arterial roads. In those cases, for residential areas, if there will be additional work, such as concrete repairs, etc., then a postcard mailer will be mailed to those on the affected streets and the HOA with general project and schedule information. Once the street is scheduled for mill and overlay, a second mailer will be sent notifying the resident, business or property owner of the work and schedule. In addition, for commercial areas, personal notifications are provided prior to the mill and overlay taking place. If concrete work will disrupt access or result in other impacts to the business, the business will also be notified.

EXHIBIT C
Professional Services Agreement

SCHEDULE

Work is scheduled to begin August 2016 and be completed July 2017.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Time and materials, including approved reimbursables, not to exceed \$72,000.00.

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 \$72,000.00.

DETAILED PROJECT COMPENSATION

Project Coordination and Communications - \$24,000

Community Contact and Coordination - \$14,000

Hotline and Website - \$8,000

Project Management - \$26,000

Grand Total: \$72,000.



Legislation Description

File #: 17-171, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH DAVE SCOTT & ASSOCIATES, INC., FOR REFURBISHED FURNITURE AND SERVICES

Staff Contact: Michelle Woytenko, Deputy Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with Dave Scott & Associates, Inc., to provide refurbished furniture in an amount not to exceed \$100,000 for the entire term of the Agreement, and to authorize the City Manager to renew the Agreement, at the City Manager's discretion, for an additional four, one-year renewals. The initial term of the agreement is effective until September 29, 2017.

Background

The Agreement with Dave Scott & Associates, Inc. will be used to purchase and install refurbished office furniture at City of Glendale facilities on an as-needed basis.

Dave Scott & Associates, Inc. was awarded a bid by the State of Arizona as described in the Refurbish Furniture and Services Contract and staff is requesting to utilize the Arizona Procurement Cooperative Purchasing Agreement, of which Glendale is a member. Contract ADSP016-150067 was awarded on September 30, 2016 and is effective through September 29, 2017, and includes an option to renew the contract an additional four, one-year renewals, allowing the contract to be extended through September 29, 2021.

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

Analysis

City departments will be able to utilize this contract to purchase refurbished furniture to replace existing, deteriorating furniture or to allow reorganization of work spaces. The vendor purchases used office equipment, makes necessary repairs and repaints or re-fabrics as needed to meet customer needs. The resulting product is delivered and installed at significant cost savings when compared to new contracts.

Previous Related Council Action

On September 22, 2015, Council authorized entering into an Amendment to a Linking Agreement with Goodmans, Inc., Contract No. C-9768, for the purchase of new furniture, products, and services, in an amount not to exceed \$300,000 for the entire term of the Agreement.

Community Benefit/Public Involvement

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2016-17 Operating and Maintenance budgets for the various city departments. Expenditures with Dave Scott & Associates, Inc. are not to exceed \$100,000 for the entire term of the Agreement, contingent upon Council budget approval.

Cost	Fund-Department-Account
\$100,000	Various

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DAVE SCOTT & ASSOCIATES, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (the "City"), and Dave Scott & Associates Inc., an Arizona corporation authorized to do business in Arizona, ("Contractor"), collectively, the "Parties."

RECITALS

- A. On September 30, 2016, under the Arizona State Procurement Cooperative Purchasing Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Refurbish Furniture and Services, Contract No. ADSPO16-150067 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. **Term of Agreement.** The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was September 30, 2016, until the date the contract expires on September 29, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond September 29, 2021. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until September 29, 2017. The City Manager or designee, however, may renew the term of this Agreement for four (4) one-year periods until the Cooperative Purchasing Agreement expires

on September 29, 2021. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred thousand dollars (\$100,000) for the entire term of the Agreement (initial term plus any renewals).

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

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

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

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

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

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

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

City of Glendale
c/o Vern Baker
6210 W. Myrtle Avenue, Suite 111
Glendale, Arizona 85301
623-930-2679

and

Dave Scott & Associates Inc.
c/o David R. Scott
9629 N. 21st Drive, Unit 1
Phoenix, Arizona 85028
602-971-1600

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

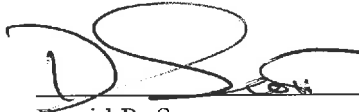
“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

Dave Scott & Associates , Inc.,
an Arizona corporation

By: _____
Kevin R. Phelps
City Manager

By: 
Name: David R. Scott
Title: Owner

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DAVE SCOTT & ASSOCIATES, INC.**

**EXHIBIT A
STATE OF ARIZONA ADSP016-150067
REFURBISH FURNITURE AND SERVICES**



Master Blanket Purchase Order ADSP016-150067

Header Information

Purchase Order Number:	ADSP016-150067	Release Number:	0	Short Description:	Refurbish Furniture and Services
Status:	3PS - Sent	Purchaser:	Christopher Lacey	Receipt Method:	Quantity
Fiscal Year:	2017	PO Type:	Blanket	Minor Status:	
Organization:	State of Arizona	Location:	SPO - State Procurement Office	Type Code:	Statewide
Department:	ADSP0 - State Procurement Office	Entered Date:	09/29/2016 02:35:12 PM	Control Code:	
Alternate ID:		Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	0	Release Type:	Direct Release	Pcard Enabled:	Yes
Print Dest Detail:	If Different	Tax Rate:		Actual Cost:	\$0.00
Catalog ID:					
Contact Instructions:	Master Blanket/Contract End Date (Maximum): 09/29/2021 11:59:59 PM				
Project No.:					
Building Code:					
Cost Code:					
Special Purchase Types:					
PIJ NUMBER:					
Coop Spend To Date:					
Commodity Reference Id:					
PO External Doc Type:	None				

Agency Attachments: [PO Terms & Conditions ProcureAZ Solicitation File.zip Refurbish Furniture MasterAgreement~1.pdf Pricing Attachments Final Attachment1 Signed.pdf Certificate~5.pdf](#)

Vendor Attachments:

Agency Attachment Forms:

Vendor Attachment Forms:

Primary Vendor Information & PO Terms

Vendor:  **9000012133 - DAVE SCOTT AND ASSOCIATES INC**
 David Scott
 PO Box 22115
 Phoenix, AZ 85028
 US
 Email: dave.scott@davescottassociates.com
 Phone: (602)971-1600

Payment Terms: 1% Net 30
Shipping Method: Best Way
Shipping Terms: As Specified
Freight Terms: Freight Allowed

PO Acknowledgements:

Document Alt Reference	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to dave.scott@davescottassociates.com at 09/30/2016 10:29:07 AM	
Change Order 1	Emailed to dave.scott@davescottassociates.com at 10/03/2016 02:30:26 PM	
Change Order 2	Emailed to dave.scott@davescottassociates.com at 10/03/2016 02:39:20 PM	10/03/2016 02:52:58 PM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
9000012133	PZ9000012133	DAVE SCOTT AND ASSOCIATES INC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 09/30/2016 **Master Blanket/Contract End Date:** 09/29/2017
Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$870.02	\$0.00

Item Information

1-5 of 6
1 2

Print Sequence # 4.0, Item # 4: Standard Refurbished Work Stations (6x8 8x8, 8x12) Please See Attachments for pricing								3PS - Sent
NIGP Code: <u>425-48</u> Furniture, Office (Custom Made)								
Bid # / Bid Item #: <u>ADSP016-00006442</u> / 4 Quote # / Quote Item #: <u>000039922-R2</u> / 4								
Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer:	Brand:	Model:
Make:	Packaging:	
Project No.:		
Building Code:		
Cost Code:		
Property Number:		

Print Sequence # 6.0, Item # 6: Modular Refurbishment For Existing State Furniture Please see Attachments for pricing 3PS - Sent

NIGP Code: 910-52
Maintenance and Repair Services, Building (Not Otherwise Classified)

Bid # / Bid Item #: ADSP016-00006442 / 6 Quote # / Quote Item #: 000039922-R2 / 6

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer:	Brand:	Model:
Make:	Packaging:	
Project No.:		
Building Code:		
Cost Code:		
Property Number:		

Print Sequence # 8.0, Item # 8: Installation, Disassembly, Relocation, Reconfiguration, and Repair Services > Please see attachments for pricing 3PS - Sent

NIGP Code: 931-45
Furniture Installation and Reconfiguration Services (Including Systems Furniture)

Bid # / Bid Item #: ADSP016-00006442 / 8 Quote # / Quote Item #: 000039922-R2 / 8

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer:	Brand:	Model:
Make:	Packaging:	
Project No.:		
Building Code:		
Cost Code:		
Property Number:		

Print Sequence # 9.0, Item # 9: Delivery Fees & Drop Ship Fees Please see attachments for pricing 3PS - Sent

NIGP Code: 962-86
Transportation of Goods and Other Freight Services

Bid # / Bid Item #: ADSP016-00006442 / 9 Quote # / Quote Item #: 000039922-R2 / 9

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost

Quantity	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00
Manufacturer:		Brand:		Model:				
Make:		Packaging:						
Project No.:								
Building Code:								
Cost Code:								
Property Number:								

Print Sequence # 11.0, Item # 11: Shipping if applicable see price sheet 3PS - Sent

NIGP Code: 962-86
 Transportation of Goods and Other Freight Services

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer:		Brand:		Model:				
Make:		Packaging:						
Project No.:								
Building Code:								
Cost Code:								
Property Number:								

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 1 2

Exit

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Attachments

Solicitation No.
ADSP016-00006442

Description:
Refurbish Furniture and Services

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

Attachment 1: Offer and Acceptance Form

OFFER TO STATE OF ARIZONA:

The Undersigned hereby offers and agrees to provide Refurbish Furniture and Services in compliance with all Terms, Conditions, Best and Final Offer, Requirements, Amendments, et. al. in the Solicitation including any written exceptions in the offer accepted by the State.

Dave Scott & Associates, Inc.

Company Name

[Signature]

Signature of Person Authorized to Sign Offer

9629 W. 21st Drive, Unit 1

Address

David P. Scott Owner

Printed Name and Title

Phoenix AZ 85028

City | State | ZIP

David P. Scott Owner

Contact Name and Title

www.davescottassociates.com

Web address

602-971-1600

Contact Phone

dave.scott@davescottassociates.com

Contact Email Address

CERTIFICATION

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

1. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
2. 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.
3. The Offeror certifies compliance with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance.
4. The Offeror is not debarred from, or otherwise prohibited from participating in any contract awarded by any federal, state or local government.

ACCEPTANCE OF OFFER FOR STATE OF ARIZONA

The Offer is hereby accepted. The Contractor is now bound to sell the goods and perform the services under the attached Contract and based upon the Solicitation, including all Terms, Conditions, Best and Final Offer, Scope of Work/Specifications, Amendments, et. al., and the Contractor's Offer as accepted by the State of Arizona.

This Contract shall henceforth be referred to as Contract No. Click or tap here to enter text.

The effective date of the Contract is Click or tap here to enter text.

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

Awarded this 30th day of September 2016

Procurement Officer:

[Signature]



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State Procurement Office
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Phoenix, AZ 85007

NOTICE OF REQUEST FOR PROPOSAL

Description of this Solicitation:

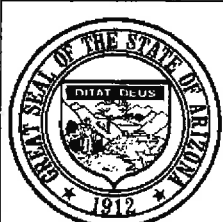


The Arizona Department of Administration, State Procurement Office (the State), is seeking as authorized under A.R.S. § 41-2501 to establish one or more "single-agency" contracts to satisfy the needs of The State of Arizona, its Agencies, Boards and Commissions (State) as well as Participating Members of the State Purchasing Cooperative (Cooperative), have an ongoing requirement for various products and services as described herein.

Proposals will be accepted online in the ProcureAZ system (<https://Procure.AZ.gov>) until the "Bid Opening Date" deadline indicated there this Solicitation number.

Proposals must be in the State Procurement Office's possession by the deadline. LATE PROPOSALS WILL NOT BE CONSIDERED. No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding the requirements or procedures for online submission.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION, NOT JUST THE SCOPE OF WORK DOCUMENT



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Phoenix, AZ 85007

SCOPE OF WORK DOCUMENT

Section Date: May 10, 2016

1.0 Background

The State desires to establish a Contract or Contract Set to supply, install, reconfigure, and service Refurbish Furniture within the following categories: Chairs/Seating, Free Standing Refurbish Furniture, Modular Refurbish Furniture, Systems Refurbish Furniture Solutions, Storage/Casegoods, and Classroom/Special School Refurbish Furniture. Service requirements shall also include warranty/repairs and relocations. The State intends to consider value-added-reseller, distributor, as well as manufacturer-direct proposals. Based on historical data and anticipated volumes with Statewide and participating Co-Op new furniture contracts, the spending in those categories for fiscal year 2016 to-date has been well over \$15 million; estimated annual spend under the contract from this Solicitation is likely to be less. However no guarantee of the actual quantities is implied or expressed by this solicitation. Requirements shall be based on actual need. Contracts resulting from this solicitation will be used by multiple eligible agencies with delivery locations throughout the State.

2.0 Scope Requirements

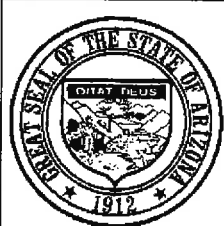
2.1 Scope Summary

The Successful Contractor(s) shall provide a broad range of Refurbish Furniture Products and Services as well as all necessary account and delivery services. The Refurbish Furniture Products and Services under this contract include the actual manufacturer's product and all labor, materials, transportation, equipment and other activities for, and reasonably incidental to the installation, and configuration of the manufacturer's products that are no more than ten (10) to fifteen (15) years of use.

2.2 Minimum Requirements

Along with a quality product, we are looking for Contractors with demonstrated professional integrity, a longstanding reputation in the Refurbish Furniture industry and specific abilities to supply, install and service Refurbish Furniture to the State. In forming a long-term relationship with the Successful Contractor(s), some of the qualities we expect include:

- 2.2.1 **Experience:** Contractor with a minimum of ten (10) years' of proven experience reselling, distributing and or installing office Refurbish Furniture.
 - 2.2.1 (a) Company Background include (D&B financials)
 - 2.2.1 (b) References with current clients
 - 2.2.1 (c) Demonstrating longstanding relationship with manufacturers.
 - 2.2.1 (d) Letter Recommendations of manufacturers, distributors or clients of long standing of three years or more



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2.2.2 Customer Service: The Contractor(s) shall provide a single, general point of contact (and a backup) to handle questions or problems that may arise throughout the life of a resultant contract. At least one Customer Service Representative must be available during Contractor's operating hours.

2.2.3 Electronic Catalog: The successful Contractor(s) may be required to submit their items list in an electronic format designated by the State.

2.3 General:

2.3.1 Contractor Minimum Product Standards. Contractor shall meet these minimum business requirements:

- (a) All Refurbish Furniture and required components shall be of a design material and workmanship to withstand hard, daily usage over an extended life with a minimum of maintenance and repair.
- (b) All components shall stand erect and rest firmly on their bases to assure safety, good appearance, and provide for a stationary work position. All components shall be plumb and level and shall have identical range of modularity so that they are interchangeable between workstations. The system shall be capable of being installed over finished flooring without penetration or demarcation or the use of floor fasteners so as to allow for reconfiguration without any floor patching
- (c) Refurbish Furniture offered in the following categories shall be considered for award. These categories shall be defined by similar types of products and include all related parts and accessories.
- (d) Support Leadership in Energy and Environmental Design (LEED) construction if/when applicable.

	Description
Free Standing Refurbish Furniture	Free Standing Desks, Tactics/Training, Conference Room Tables, Small Office Tables, Side Tables, Dining Tables, Credenzas, Organization Accessories, Reception, Laminate, Wood, Steel, Other
Modular Refurbish Furniture	Demountable Walls, Systems Refurbish Furniture, Fabric Panels, Organization Accessories, Lighting, Electrical connections and Internal Wiring, Other
Systems Refurbish Furniture Solutions	Modular Refurbish Furniture, Chairs, Casegoods, Panels, Tools, Railings, Electrical connections, Other
Storage/Casegoods	Steel Casegoods, Wood Casegoods, File Cabinets, Shelves (freestanding/wall mounted), Cabinets, Book Case, Office Storage, Other
Classroom/Special School Refurbish Furniture	Desks, Chairs, Tables, Cafeteria, Library, Early Education, Auditorium, Dorm, Locker Room Refurbish Furniture, Other



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2.3.2 Items specifically **NOT** included within this solicitation

- (a) Rented or leased products;
- (b) Sheets, blankets or other linen;
- (c) Paintings, pictures, false plants/trees or other décor not related to functional Refurbish Furniture;
- (d) Appliances and electronic equipment except for modular Refurbish Furniture connections and internal wiring approved by the State;
- (e) Lighting except for modular Refurbish Furniture lighting;
- (f) Flooring including raised flooring;
- (g) Lab Refurbish Furniture; and
- (h) Window coverings: blinds, drapes, etc.
- (i) Design and layout plans
- (j) Beds, Mattresses, Frames. Other

2.3.3 Install and DE install Services: Contractor shall perform all installations as requested by the Customer. Installation services shall include the following:

- (a) Installation officially begins once contractor physically arrives on site and has communicated with point of contact. Assembly and installation of all Refurbish furniture and components and the removal of packing and other wastes from the site are considered installation services.
- (b) Any preparation of materials handled offsite shall not constitute a charge to the state. (e.g. receiving, uncrating, inspection).
- (c) Work shall be performed and completed in accordance with a work schedule developed and coordinated with the using agency or point of contact.
- (d) All necessary fasteners, fittings, hardware, anchors, or other necessary miscellaneous items, except tools, to successfully install the Refurbish Furniture shall be provided by the Contractor at no additional cost to the Customer;
- (e) The Contractor shall supervise, direct the work, and be solely responsible for all construction requirements, methods, techniques, sequences and procedures, and for coordinating all portions of the work under the contract;
- (f) The Contractor shall employ a full-time qualified individuals and necessary foremen and assistants, who shall be in attendance on the project site during the entire installation period;



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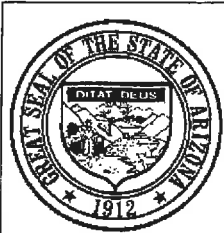
2.3.4 House Keeping.

- (a) Contractor shall keep the job site free from accumulation of refuse, scrap materials and debris at all times. The site shall present a neat and orderly appearance. All materials shall be removed from the site on a daily basis, including loading, cartage, hauling and dumping. State dumpsters are not to be used for disposal of those materials. This will be at the Contractor's expense. Final clearing and cleanup shall be done promptly and properly. If not, the State shall have the right to employ others and charge the cost to the Contractor, after first giving a three (3) working day notice of such intent. Final payment shall be withheld, until the work area is determined acceptable by the State,
- (b) Office areas are to be returned to the original state as before the installation took place, and
- (c) The Contractor shall take precautions during the installation of any product not to damage the premises or the property of the ordering agency. If damages do occur as a result of operations under this contract, the Contractor is responsible for ensuring that the affected area/item(s) are returned/restored to their original condition or the Contractor shall make restitution, as agreed up on by all parties.
- (d) **Modular Refurbish Furniture Installations specifically:** Contractor shall include one (1) hourly rate for disassembly, moving, and reconfiguration services in connection with systems and free standing Refurbish Furniture installations that are not part of the initial purchase and installation. This rate will serve as the basis for the actual cost estimate to be submitted when a specific requirement is requested by a using agency.
- (e) In the case of reconfiguration projects only the actual working time (in hours) necessary to complete the job shall be invoiced to the Customer.

2.3.5 Delivery. Contractor Shall:

- (a) Delivery is defined as transportation of the refurbished products from a local distribution site to the Customers site. Delivery shall be made by drop shipment or delivery. (Refer to Exhibit B)
- (b) Contractor(s) shall be able to deliver products and services to all State Agencies and Purchasing Cooperative Members throughout the entire State of Arizona. A timetable for delivery shall be provided by the Contractor at time of quote;
- (c) Delivery shall be made within 30 days of receipt of a contract release order/purchase order on items in stock. For specialty order items or items not considered normal stock, extended delivery dates may be allowed. In such cases, the extended delivery date shall be provided at the time of quote;
- (d) Emergency or rush delivery requests by the Ordering Agency that require special shipping and handling charges may be at the Ordering Agency's





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expense, but only with prior written approval from the Ordering Agency. Approved emergency or rush delivery shipping charges shall be added to an invoice as a separate line item.

- (e) In the event an emergency or rush delivery is required as the result of an error on the Contractor's part all shipping and handling charges shall be the responsibility of the Contractor.

2.3.6 Warranty.

- (a) The Contractor must warrant the Refurbish Furniture products and materials offered under this contract for a minimum of five years contractor must provide the warranty for the products and materials offered in this solicitation as follows:
 - i. Systems Solutions & Modular Refurbish Furniture
 - ii. Seating
 - iii. Free Standing Refurbish Furniture
 - iv. Storage and Case Goods
 - v. Classroom / Special School Refurbish Furniture
- (b) Products (including parts and components) that fail under normal use as a result of a defect in design, materials, workmanship, or installation shall be repaired or replaced free of charge (including labor, delivery, and installation) throughout the warranty period.
- (c) Products that require warranty repair or replacement must be repaired or replaced within a reasonable time frame, or within a time frame that is agreed to in writing. This process is to ensure sufficient lead time for ordering warranty parts, components or products during the entire warranty period.

3.0 Exhibits and Attachments to the Scope of Work Document

- None

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	<p align="center">Request For Proposal</p> <p align="center">Solicitation No. ADSP016-00006442</p> <p align="center">Description: Refurbish Furniture and Services</p>	<p align="center">Arizona Department of Administration State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007</p>
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COMPENSATION DOCUMENT

Section Date: May 10, 2016

1.0 Compensation

1.1 Compensation Method

Contractor will be compensated by the firm, fixed prices(s) indicated on the pricing sheet for satisfactorily carrying out its obligations under the contract. The hourly rate begins officially when the contractor physically arrives onsite and has communicate with the point of contact.

1.1.1 Refurbish cost shall not exceed 50% of replacement cost without prior written approval of the state procurement office.

1.2 Pricing

1.2.1 Pricing–All-Inclusive:

Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor’s offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor’s Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

1.2.2 Price Increases:

The SPO may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.

- (a) Initial Contract prices will be honored for one year after award of Contract.
- (b) All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.
- (c) All price adjustments will be implemented by a formal contract change order. State shall determine whether the requested price increase or an alternate option is in the best interest of State.

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1.2.3 Price Reductions:

Price reductions shall be immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period. The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotion requests shall include difference in pricing, begin, and end date of promotion along with the products covered.

1.3 Additional Charges

Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract.

1.4 Travel.

Contractor shall get written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at <https://gao.az.gov/travel>. The Eligible Agency shall reject any claim for travel reimbursement without prior written approval.

2.0 Invoicing

2.1 Invoicing (General)

2.1.1 Minimum Requirements

All billing notices or invoices shall be sent to the Eligible Agency whose address appears on the Contract release order/Purchase Order as the 'bill to address' and should contain, at a minimum, the following information.

- (a) Bill to Name and Address
- (b) Vendor Name, Remit to Address and Contact Information
- (c) Contract Number
- (d) Purchase Order Number
- (e) Invoice Number and Date
- (f) Date the items were shipped to the Eligible Agency
- (g) Payment Terms
- (h) Contract Line Item Number
- (i) Contract Line Item Description or Item or Service



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- (j) Quantity Delivered
- (k) Line Item Unit of Measure
- (l) Itemized Pricing
- (m) Extended Pricing
- (n) Catalog or Other Discount (if applicable)
- (o) Applicable taxes as a separate line item
- (p) Applicable Shipping/Freight Charges as a separate line item
- (q) Total Invoice Amount Due

2.1.2 Invoicing Problems

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

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the Eligible Agency or State for late or finance charges.

2.1.3 Correctness of Invoices

Contractor shall review and insure that the invoices for Services provided show the correct Contractor name prior to sending them for payment.

State will not make payments to any Entity, Group, or individual other than 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 Contractor for correction. If Contractor Name and FEI Number change, Contractor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. State must indicate consent on the form. A written Contract Amendment must be signed by both parties and must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

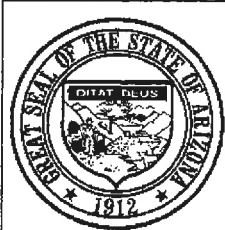
3.0 Payments

3.1 **Payment Deadline**

State to process payment for the purchase of product or service within thirty (30) calendar days after acceptance and receipt of an undisputed invoice.

3.2 **Acceptance.**

Determination of the acceptability of goods and Services shall be made by the sole judgment of State. Unless otherwise stated in the Contract, acceptance shall be in writing. Acceptance



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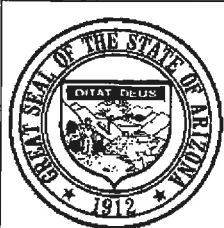
criteria shall be compliance with the requirements of the Scope of Work, Terms and Conditions of the Contract, and Contractor's proposal. Contractor deficiencies relating to the stated acceptance and performance criteria of both Services and products under the Contract shall result in a delay for payment and shall be corrected by Contractor at Contractor's expense. Payment shall not be made until all nonconformance issues are corrected to the satisfaction of State and in accordance to the requirements of the Contract and an undisputed invoice has been received by the Eligible Agency.

3.3 Payment Method

The State may Contract payments through Automated Clearing House (ACH). In order to receive payments in this manner, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after Contract award. A copy of this form can be obtained at the Arizona General Accounting Office (GAO) website at:

<https://gao.az.gov/afis/vendor-information>

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SPECIAL TERMS AND CONDITIONS

Section Date: May 10, 2016

1.0 Definition of Terms

No changes to the Uniform Terms and Conditions.

2.0 Contract Interpretation

No changes to the Uniform Terms and Conditions.

3.0 Contract Administration and Operation

3.1 Records

No changes to the Uniform Terms and Conditions.

3.2 Non-Discrimination

No changes to the Uniform Terms and Conditions.

3.3 Access to Electronic and Information Technology

No changes to the Uniform Terms and Conditions.

3.4 Facilities Inspection and Materials Testing

No changes to the Uniform Terms and Conditions.

3.5 Notices

3.5.1 Notices to Contractor

Supplemental to Uniform Terms and Conditions paragraph 3.4, unless otherwise in the Contract, the Contractor's primary contact for general contract administration shall be the contact information contained in the corresponding ProcureAZ vendor profile.

3.5.2 Notices to The State

No changes to the Uniform Terms and Conditions.

3.6 Procurement Officer

3.6.1 State

- (a) The State's primary contact for this solicitation and resultant contracts shall be the Procurement Officer assigned to the contract and listed in ProcureAZ.



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- (b) Following award, the Contractor shall contact the Procurement Officer assigned to the contract for guidance or direction in matters of contract interpretation or problems regarding the terms, conditions or scope of the contract.
- (c) Only the Procurement Officer or their authorized designee is authorized to change or amend the specific terms, conditions, or provisions of the contract.

3.6.2 Contractor

- (a) The Contractor's primary contact shall be the contact information contained in the ProcureAZ vendor profile or as stated in the submitted Offer and Acceptance of this solicitation.
- (b) Changes to the primary contact shall be made in writing to the contract assigned Procurement Officer within thirty (30) days of change.

3.7 Advertising, Publishing and Promotion of Contract

No changes to the Uniform Terms and Conditions.

3.8 E-Verify Requirements

No changes to the Uniform Terms and Conditions.

3.9 Offshore Performance of Secure or Sensitive Work Prohibited

No changes to the Uniform Terms and Conditions.

3.10 Purchase Orders

3.10.1 Eligible Agencies (State Wide):

This Contract is for all state of Arizona agencies and its Co-Op

3.10.2 Purchase Order Sufficiency

This contract was awarded in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for competitive source selection have been met. A contract release order/purchase order, initiated in accordance with the requirements contained herein, that cites the correct Arizona contract number is the only document required for an Eligible Agency to order and the Contractor to deliver the material and /or service.

3.10.3 Non Contract Items:

Any attempt to knowingly represent any material and/or service not specifically awarded, as being under contract with the State of Arizona 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.



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3.10.4 Accuracy of Work.

The Contractor shall be responsible for the accuracy of the work and shall promptly make all necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation. Acceptance of the work by the State will not relieve the Contractor of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities.

3.10.5 Non-Exclusive Contract.

This Contract has been awarded with the understanding and agreement that it is for the sole convenience of the State. The State reserves the right to obtain like goods or services from another source when necessary without penalty.

3.11 **Term of Contract**



The Contract term will commence on the date indicated on the signed Offer and Acceptance Form and continue for a period of one (1) year unless canceled, terminated, or extended as provided herein. The State has no obligation to extend or renew the Contract past the initial term.

3.12 **Contract Extensions**



The initial Contract term may be extended in increments of one or more months, at the State's option, with the maximum aggregate Contract term including extensions not to exceed five (5) years. Any extension must be effected by a bilateral change order or Contract Amendment.

3.13 **Contractor Licenses**

Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor under this contract.

3.14 **Contractor Personnel**

3.14.1 Number and Qualifications

Contractor shall provide an adequate number of appropriately qualified and authorized individuals dedicated to the successful performance of the Contract. Contractor shall at a minimum, designate those specific Key Personnel required by the State along with all other Key Personnel who will support Contractor's performance of the services described herein. Contractor shall maintain a list of all such Key Personnel and their respective information and keep this list and the State updated in this regard throughout the Term of the Contract. Should the actions or inactions of Contractor's Key Personnel delay, compromise, aggravate or otherwise prove to be disharmonious to the Contractor's successful performance of the required Services, at the State's reasonable request Contractor shall replace or reassign such Key Personnel. Any replacement Key Personnel shall be of comparable knowledge, skills, and abilities as the previous Key Personnel. All replacement Key Personnel shall be presented to the State for review and approval.

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3.14.2 Adequacy

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 shall provide mentally alert, physically fit, and qualified individuals to all key positions under this Contract to ensure contracted materials and services are provided according to the requirements of this Contract and sound business practices.

3.14.3 State May Instruct Removal

During the course of this Contract, Contractor maintains the right to determine the assignment of its employees in order to perform contract requirements. The Contractor shall not remove personnel essential to performance of this Contract without prior notice to the State. The State reserves the right to require the Contractor to remove from the Contract any Key Personnel found unacceptable by the State including but not limited to employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interests of the State. The Contractor shall replace any Key Personnel removed under this Contract with personnel of similar or higher qualifications, experience, and capabilities required by this Contract.

3.14.4 Compliance with Rules

Contractor's and Subcontractor's personnel shall comply with all applicable statutes, administrative rules, regulations, policies, practices and general operating procedures of an Eligible Agency while providing goods and services under the Contract on the Eligible Agency's grounds or in its facilities. This includes but is not limited to any additional security requirements above and beyond that stated elsewhere in this Contract.

3.15 Protection of Facilities and Grounds.

The Contractor shall provide the goods and/or services under this Contract in such a manner that does not result in damage to State and Eligible Agency facilities, grounds, landscaping, utilities, or structures. In the event that damage does occur during the performance of this Contract, the Contractor shall repair or replace any damage caused by the Contractor at its own expense. Should the Contractor fail or refuse to make proper repairs or replacements, the Contractor shall be liable for the cost thereof which may be deducted from unpaid invoices or by any other means provided by law.

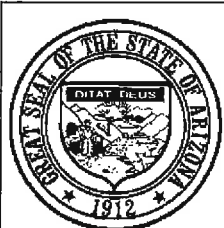
4.0 Costs and Payments

4.1 Payments

Refer to the Compensation Document for pricing, invoicing, and payments provisions.

4.2 Applicable Taxes

Refer to the Compensation Document for pricing, invoicing, and payments provisions.



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4.3 Availability of Funds

No changes to the Uniform Terms and Conditions.

5.0 Contract Changes

5.1 Change Orders / Amendments

No changes to the Uniform Terms and Conditions.

5.2 Subcontracts

Supplemental to the Uniform Terms and Conditions, Section 5.2, Subcontracts, Contractor shall not enter into any Subcontract under this Contract, for the performance of services under this Contract, without the advance written approval of the Procurement Officer:

1. The contractor shall submit a formal written request on company letterhead, Proposed Subcontractors, or a document containing the information requested in Attachment 2 Offeror Questionnaire.
2. With the request, Contractor shall certify that all Subcontracts incorporate by reference the terms and conditions of this Contract.
3. The issuance of subcontracts shall not relieve Contractor of any of its obligations under the Contract, including, among other things, the obligation to properly supervise and coordinate the work of subcontractors performing for the Contractor under this Contract.
4. Nothing contained in any subcontract shall create a contractual relationship between any subcontractor and the State.

5.3 Assignment and Delegation

No changes to the Uniform Terms and Conditions.

6.0 Risk and Liability

6.1 Risk of Loss

No changes to the Uniform Terms and Conditions.

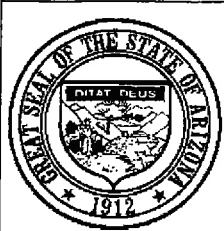
6.2 Indemnification

6.2.1 Contractor / Vendor Indemnification (Not Public Agency).

No changes to the Uniform Terms and Conditions.

6.2.2 Public Agency Language Only.

No changes to the Uniform Terms and Conditions.



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6.2.3 Indemnification.

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

6.3 **Force Majeure**

No changes to the Uniform Terms and Conditions.

6.4 **Third Party Antitrust Violations**

No changes to the Uniform Terms and Conditions.

6.5 **Insurance**

6.5.1 Insurance Requirements:

- 6.5.1 (a) Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.
- 6.5.1 (b) 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



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contract by the Contractor, its agents, representatives, employees, or subcontractors, and Contractor is free to purchase additional insurance.

6.5.2 Minimum Scope and Limits of Insurance:

Contractor shall provide coverage with limits of liability not less than those stated below.

6.5.2 (a) Commercial General Liability (CGL) – Occurrence Form

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability \$1,000,000
(Written and Oral)
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.5.2 (b) Business Automobile Liability

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

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

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.



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- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.5.2 (c) Workers' 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, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

6.5.2 (d) 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.

6.5.3 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 6.5.3 (a) The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried

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by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

6.5.3 (b) Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

6.5.4 Notice of Cancellation:

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

6.5.5 Acceptability of Insurers:

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

6.5.6 Verification of Coverage:

- 6.5.6 (a) Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.
- 6.5.6 (b) All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- 6.5.6 (c) Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 6.5.6 (d) All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.



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6.5.7 Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

6.5.8 Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

6.5.9 Exceptions:

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

7.0 Warranties

7.1 Liens


No changes to the Uniform Terms and Conditions

7.2 Conformity to Requirements

7.2.1 Guarantees and Warranties.

Unless otherwise specified in the Scope of Work Document, Contractor warrants that for 5 (five) years after delivery and acceptance to State, the materials provided under the Contract will: (i) conform to the requirements of this contract and any subsequent amendments/change orders, including without limitation all descriptions, specifications, and drawings identified in the Scope of Work Document and any written affirmations of Contractor included as part of the Contract; (ii) be free from defects in material and workmanship; (iii) conform to or perform in a manner consistent with current industry standards; and (iv) be fit for their intended purpose or use as described in the Contract.

- (a) Delivery alone does not constitute acceptance by State; where testing and acceptance of the materials cannot be done until after installation, the warranty will begin upon that acceptance.
- (b) Where the Scope of Work Document includes a detailed design specification and the same or equivalent is incorporated in the Contract, Contractor

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warrants that the materials provide all functionality material to the agreed upon and intended use as stated within the Contract.; this warranty does not extend to any materials that are: (i) modified or altered by anyone not authorized by Contractor; (ii) maintained in a way inconsistent to manufacturer’s recommendations; or (iii) operated in a manner not within its intended use or environment.

(c) Unless otherwise stated in the Contract, the warranties in this section are not affected by State’s inspection, testing, or payment.

7.2.2 Acceptance of Goods

Goods delivered will be subject to a complete inspection by the purchasing entity. Acceptance criteria shall include, but is not limited to, conformity to the specifications, workmanship, quality, and materials. The Contractor shall be responsible for the transport of the material to and from the delivery point of any items not in compliance with the requirements of the Contract. Product returned for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted.

7.2.3 Services Performance

7.2.3 (a) If Contractor fails to complete any deliverable, then Contractor shall:

- i. Promptly perform a root-cause analysis to identify the cause of such failure;
- ii. Use commercially reasonable efforts to correct such failure and to begin meeting the requirements as promptly as practicable;
- iii. Provide the Eligible Agency with a report detailing the cause of, and procedure for correcting, such failure; and
- iv. If appropriate under the circumstances, take action to avoid such failure in the future.

7.2.3 (b) In the event of the Contractor's failure to perform required services or meet agreed upon service levels or other Contractor service standards as required by this Contract, the Contractor shall perform an analysis of the cause of the service level problem and implement remediation steps as appropriate. The Eligible Agency shall have the right to review the analysis and approve the remediation steps prior to or subsequent to their implementation.

7.2.4 Safety Standards

Products supplied under this Contract shall comply with all current applicable safety standards and regulations including the Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

7.2.4 (a) **TERMINATION FOR CAUSE.** Upon the State’s knowledge of a material breach by Contractor of the terms of this Addendum, the State shall:

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- i. Provide an opportunity for Contractor to cure the breach or end the violation and terminate if Contractor does not cure the breach or end the violation within the time specified by the State;
- ii. Immediately terminate the Contract if Contractor has breached a material term of the Contract and cure is not possible; and
- iii. If neither termination nor cure is feasible, the State shall report the violation to DHHS.

7.2.4 (b) ASSISTANCE UPON TERMINATION. When the Contract Term ends or in the event the Contract is terminated with or without cause, the Contractor, whenever determined appropriate by the State, shall assist the State in the transition of services to other Contractors or the State. Such assistance and coordination shall include but not be limited to the forwarding of Contract works, electronic files, and other records to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all performance under this Contract, to include management/administrative services, until the transition of services is complete and all other requirements of this Contract are satisfied.

7.2.5 Pandemic Contractual Performance.

7.2.5 (a) The Contractor shall have a plan that illustrates how the Contractor shall perform contractual requirements in the event of a pandemic. At a minimum, the plan shall include key succession and performance planning in the event of sudden significant decrease in Contractor's workforce; alternative methods to ensure there are products in the supply chain; and a current organizational chart and contact list.

7.2.5 (b) In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the following shall apply:

- i. The State may temporarily void the Contract(s) in whole or specific sections if the Contractor cannot perform contractual requirements
- ii. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; and
- iii. The State may, at its sole discretion, reinstate the voided contracts or sections of contracts when the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform.
- iv. The State, at any time, may request to see a copy of the written plan from the Contractor. The contractor shall produce the written plan within 72 hours of the request.

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7.2.6 Lobbying

The Contractor shall not engage in lobbying activities, as defined in 40 CFR part 34 and ARS §41-1231, et seq., using monies awarded under this Contract. Upon award of this Contract, the Contractor shall disclose all lobbying activities to the State to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The Contractor shall implement and maintain adequate controls to assure that monies awarded under this Contract shall not be used for lobbying. All proposed Subcontractors shall be subject to the same lobbying provisions stated above. The Contractor shall include anti-lobbying provisions in all Contracts with Subcontractors.

7.2.7 Financial Soundness

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

7.3 Contractor Personnel

No changes to the Uniform Terms and Conditions.

7.4 Intellectual Property Violations

No changes to the Uniform Terms and Conditions.

7.5 Compliance with Applicable Laws

No changes to the Uniform Terms and Conditions.

7.6 Survival of Warranties

No changes to the Uniform Terms and Conditions.

8.0 State's Contractual Remedies

8.1 Right to Assurance

No changes to the Uniform Terms and Conditions.

8.2 Stop Work Order

No changes to the Uniform Terms and Conditions.

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8.3 Non-exclusive Remedies

No changes to the Uniform Terms and Conditions.

8.4 Nonconforming Tender

No changes to the Uniform Terms and Conditions.

8.5 Right of Offset

No changes to the Uniform Terms and Conditions.

8.6 Specific Remedies

Unless otherwise specified elsewhere in the Contract, State's remedy for breach of warranty under 7.2.1 above include any of the following, election of which being at State's discretion: (i) re-performance; (ii) repair; (iii) replacement; or (iv) refund of any amounts paid by the State for the nonconforming material or service plus payment of State's additional, documented, and reasonable cost to procure materials or services equivalent in function, capability, and performance at that first called for. If none of the forgoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, the State reserves the right to seek any remedy available to it under law.

9.0 Contract Termination

9.1 Cancellation for Conflict of Interest

No changes to the Uniform Terms and Conditions.

9.2 Gratuities

No changes to the Uniform Terms and Conditions.

9.3 Suspension or Debarment

No changes to the Uniform Terms and Conditions.

9.4 Termination for Convenience

No changes to the Uniform Terms and Conditions.

9.5 Termination for Default

Further to 9.5 of the Uniform Terms and Conditions, violation by the Contractor, any subcontractors, or their respective employees or agents, of the prohibition against possession of weapons on state property under A.R.S. § 13-1502 will be a material breach of the Contract and grounds for termination for default.

9.6 Continuation of Performance through Termination

No changes to the Uniform Terms and Conditions.

 The seal of the State of Arizona, featuring a central figure holding a bow and arrow, surrounded by the text "GREAT SEAL OF THE STATE OF ARIZONA" and "1912".	<p style="text-align: center;">Request For Proposal</p> <p style="text-align: center;">Solicitation No. ADSP016-00006442</p> <p style="text-align: center;">Description: Refurbish Furniture and Services</p>	<p style="text-align: center;">Arizona Department of Administration State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007</p>
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10.0 Contract Claims

No changes to the Uniform Terms and Conditions.

11.0 Comments Welcome

No changes to the Uniform Terms and Conditions.

12.0 Exhibits to the Special Terms and Conditions

- NONE

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UNIFORM TERMS AND CONDITIONS

Version: 10.1 (May 10, 2016)

1.0 Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1 Accepted Offer

"Accepted Offer" means the Offer, any amended Offer and any Best and Final Offers.

1.2 Attachment

"Attachment" means any item that: (a) the Solicitation required Offeror to submit as part of the Offer; (b) was attached to the Offer when submitted; and (c) was attached, with or without modification from the initial submission, as the case may be, to the Accepted Offer following acceptance by the State.

1.3 Contract

"Contract" means the combination of the Solicitation, the Accepted Offer, and any Contract Amendments.

1.4 Contract Amendment

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

1.5 Contractor

"Contractor" means the Person identified one the signed Offer and Acceptance Form who has entered into the Contract with the State.

1.6 Days

"Days" means calendar days unless otherwise specified.

1.7 Exhibit

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

1.8 Gratuity

"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.



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1.9 Materials

"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.

1.10 Procurement Officer

"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.

1.11 Services

"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.

1.12 Solicitation

"Solicitation" means the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, the Scope of Work Document, as applicable, any Specifications, the Compensation Document, and any Solicitation Amendments.

1.13 Subcontract

"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.

1.14 State

"State" means the State of Arizona and Department or Agency of the State that executes the Contract.

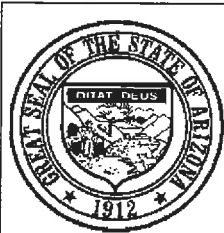
1.15 State Fiscal Year

"State Fiscal Year" means the period beginning with July 1 and ending June 30.

2.0 Contract Interpretation

2.1 Arizona Law

This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of Arizona including 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 without consideration of conflict laws principles.



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2.2 Implied Contract Terms

Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence

In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

1. the Special Terms and Conditions;
2. any Exhibits to the Special Terms and Conditions
3. the Uniform Terms and Conditions;
4. the Scope of Work Document;
5. any Exhibits to the Scope of Work Document;
6. the Compensation Document;
7. any Exhibits to the Compensation Document;
8. any Specifications;
9. any other documents referenced or included in the Solicitation; and
10. the Offer.

NOTE: The Scope of Work Document may be labeled or referred to in other Contract documents as the "Statement of Work" or "Scope of Work," but for purposes of applying the foregoing order of precedence, those alternate titles are to be construed as being synonymous with "Scope of Work Documents" wherever they might occur.

2.4 Independent Contractor

The Contractor is an independent contractor and shall act in an independent capacity in performance of this Contract. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability

Any term or condition deemed illegal or invalid shall be stricken from the Contract and shall not affect any other term or condition of the Contract.

2.6 Complete Integration

This Contract, including any documents incorporated by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to this Contract.



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2.7 Waiver of Rights

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 and shall not prevent enforcement of any term and condition.

3.0 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 such records shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Contract. Such records shall also be required to be produced at a designated State office if requested. For the purpose of this paragraph, reasonable times shall be during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

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 Facilities Inspection and Materials Testing

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.4 Notices

3.4.1 Notices to Contractor.

Unless otherwise stated in this Contract, notices required to be sent to the Contractor shall be sent to the person indicated on the Offer and Acceptance form submitted by the Contractor.

3.4.2 Notices to the State.

Unless otherwise stated in this Contract, notices to the State required by the Contract shall be made by the Contractor to the "buyer" indicated within the Contract in the State's e-procurement system, ProcureAZ. The respective person to whom notice shall be given may be updated by written notice to the other party. Amendment to the Contract shall not be necessary for this change.



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3.5 Advertising, Publishing and Promotion of Contract

The Contractor shall not advertise, promote, or otherwise use information concerning this Contract for commercial benefit without the prior written approval of the Procurement Officer.

3.6 Ownership of Intellectual Property

Unless otherwise stated in the Special Terms and Conditions or Scope of work, the State shall have "Government Purpose Rights" to work product. Government Purpose Rights shall be defined as the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide rights to use, modify, reproduce, release, perform, display, sublicense, disclose, and create derivatives from the work product without restriction for any activity in which the State is a party.

"Government Purpose Rights" also includes the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use modify, release, create derivative works from the work product for any State Government Purpose. Recipients may include U.S. Federal Government, and other state and local governments.

"Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for commercial purposes or authorize others to do so.

3.7 E-Verify Requirements

In accordance with A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all Federal immigration laws and regulations relating to the immigration status of their employees. The State retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Contract to ensure that the contractor or subcontractor is in compliance with paragraph 3.8. Should the State determine that the contractor and/or any subcontractors are 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.

3.8 Offshore Performance of Work Prohibited

Any services that are described in the specifications or scope of work that directly serve the State 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.

3.9 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 of this Contract, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders executed but not fully performed and satisfied prior to the expiration or termination of this Contract.

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4.0 Costs and Payments

4.1 Payments

Payments shall comply with A.R.S. Titles 35 and 41. Payment for goods and services supplied by under this Contract shall be made in full within thirty days after receipt of goods or services and a complete and accurate invoice for payment has been received by the State. In order to receive payment from the State, the Contractor shall be registered in the State's e-procurement system, Procure AZ, and have a current IRS W9 Form on file with the State, unless not required by law.

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 is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification.

Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.4 Availability of Funds

In accordance with ARS § 35-154, every payment obligation of the State under the Contract is conditioned upon the availability of funds appropriated for payment of such obligation. If funds are not appropriated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available or at the State's option, may allow appropriate amendment to the contract. 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 or for any damages as a result of termination under this paragraph.



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5.0 Contract Changes

5.1 Change Orders / 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 Change Order / Amendment within the general scope of the Contract. Changes to the Contract, directed by a person who is not specifically authorized by the procurement officer or made unilaterally by the Contractor are void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts

5.2.1 Approval Required

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 submit a formal, written request on Contractor's company letterhead, signed by an authorized representative of the Contractor, and containing the following information:

- (a) The subcontractor's name, address, phone number, e-mail, and primary point of contact.
- (b) The certifications required of the subcontractor (if any).
- (c) The subcontractor's small business status (if applicable).
- (d) The type of goods and/or services to be provided by the subcontractor.
- (e) The amount of time or effort (as a percent of total Contract performance) that the subcontractor will perform in relation to total performance of the Contract's requirements.
- (f) The quality assurance measures that the Contractor will use to monitor the subcontractor's performance.

5.2.2 Additional Information

The State reserves the right to request additional information deemed necessary about any proposed subcontractor. 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.



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6.0 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. 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).

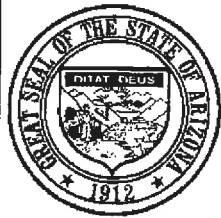
To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State, and its departments, agencies, boards, commissions, universities as defined by this Contract, and their respective officers, agents, and employees from any and all liabilities, damages, losses, investigative and other related costs, including reasonable attorney fees and court costs due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of contractor or any of its affiliates, agents, volunteers, subcontractors, or any other persons employed or used by the contractor in the performance of the Contract or subcontract. The State, its departments, agencies, boards, and commissions shall be 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."

6.2.3 Indemnification – Patent and Copyright.

With respect solely to Materials provided or proposed by Contractor or Contractor's agents, employees, or subcontractors (each a "Contractor Party") for performance of this Contract, Contractor shall indemnify, defend and hold harmless the State, against any third-party claims for liability, costs and expenses, including but not limited to reasonable attorneys' fees for infringement or violation of any patent, trademark, copyright or trade secret by any product or service provided or proposed by Contractor in performance of this Contract. If the Contractor is a public agency, this paragraph shall not apply.



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6.2.4 Limitation of Liability

State's and Contractor's respective liability arising from or related to the Contract will be limited to the greater of \$1,000,000 (one million dollars) or three times the purchase price of the specific equipment, software, or services giving rise to the claim, except in the case of a party's gross negligence or willful misconduct. For the purposes of this section, purchase price will mean the total aggregate price of the contract or if multiple purchase orders will be issued under the Contract (e.g. if it is an Arizona statewide contract), purchase price will mean the total price of the purchase order for the product or services that gave rise to the loss so that Contractor will have a separate limitation of liability for each purchase order under the Contract. This section applies to direct, indirect, incidental, special, punitive, and consequential damages relating to the products or services provided under the Contract, regardless of the legal theory under which such liability is asserted. The limitations of liability in this section will not apply to: (i) any liability arising from Contractor's non-compliance with any applicable statute, rule, regulation or order of the United States or the State of Arizona it relates to the Contract; (ii) any liability for infringement of third party intellectual property rights; (iii) claims covered by any specific provision of the Contract calling for indemnification for third party claims against State for death, bodily injury to persons, or damage to real or personal property; (iv) Contractor's negligence or willful misconduct; (v) claims covered by any provision of the Contract calling for liquidated damages or other amounts (including but not limited to, performance requirements; or (vi) costs or attorneys' fees that State is entitled to recover as prevailing party in any action.

6.3 Force Majeure

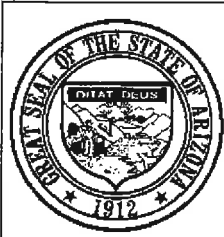
6.3.1 Performance Excused

Except for payment of sums due, neither party shall be liable to the other or deemed in default if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the party. Examples of Force Majeure include but shall not be limited to:

- (a) Acts of God or of the public enemy, and
- (b) Acts of the federal or State government in either its sovereign or contractual capacity.

6.3.2 Notice and Effect

The delayed party shall notify the other party as soon as is practicable and shall specify the causes of such delay. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party when commencement of performance will take place. For the purposes of 6.4 below, both parties shall have all rights and remedies available under law.



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6.4 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.

7.0 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 Conformity to Requirements

Unless otherwise expressly provided in this Contract, for one year after delivery and acceptance to the State, the materials and services provided under this Contract shall: conform to the requirements of this Contract and any subsequent amendments/change orders (including without limitation: all descriptions, specifications, and drawings identified in the Scope of Work, and any written affirmations of the Contractor included as part of the Contract), be free from defects in material and workmanship, conform to or perform in a manner consistent with current industry standards, and be fit for their intended purpose or use as described under the Contract. Delivery alone does not constitute acceptance by the State. Where testing and acceptance of the materials cannot be done until after installation, the warranty shall begin upon acceptance.

7.3 Contractor Personnel

Contractor, Contractor's employees, and authorized subcontractors shall perform services under this Contract in a professional manner with the requisite skills and knowledge, consistent with industry standards and in accordance with the requirements as stated in the Contract. All Contractor key personnel shall maintain any certifications relevant to the services provided under this Contract and shall provide evidence of such certification upon request.

7.4 Intellectual Property Violations

The materials and services supplied under this Contract do not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property law.

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 Warranties

All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination of this Contract.



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8.0 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 require the Contractor give a written assurance of intent to perform within a reasonable time. Failure by the Contractor to provide written assurance within the time specified may be the basis for terminating the Contract or any other remedy available by law or provided by the Contract.

8.2 Stop Work Order

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. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs associated with the work covered by the order during the period of work stoppage. If Contractor incurs losses, the Contractor must make a claim in accordance to Paragraph 10 of the Uniform Terms and Conditions of this Contract.

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 any portion of the materials or services which do not fully comply constitutes a breach of contract. The State reserves all rights to pursue any remedy available under this Contract or applicable law.

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.

9.0 Contract Termination

9.1 Termination for Conflict of Interest

Pursuant to A.R.S. § 38-511, the State may terminate 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 an employee or agent of any other party to this Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract. The termination shall be effective when the Contractor receives written notice of the termination unless the notice specifies a later time. If a political subdivision or agency of the



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State is a party to this Contract, it may also terminate 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, the administration of the Contract, or any favorable treatment concerning the Contract or performance of the Contract. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience

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

9.5 Termination for Default

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. 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. 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.



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9.6 Continuation of Performance

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.

10.0 Contract Claims

10.1 Claims Resolution

Notwithstanding any law to the contrary, 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, including judicial review under A.R.S. § 12-1518.

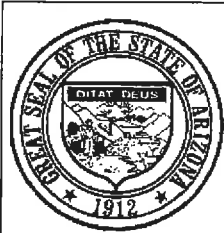
10.2 Arbitration

In a judicial review proceeding, the parties agree to comply with any applicable, mandatory arbitration requirements, in compliance with A.R.S. § 12-1518.

11.0 Comments Welcome

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

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SPECIAL INSTRUCTIONS TO OFFERORS

Section Date: May 10, 2016

1.0 Definitions

No changes to the Uniform Instructions to Offerors.

2.0 Inquiries

Supplemental to clause 2.3 of the Uniform Instructions, all questions related to the content of this Request for Proposal shall be submitted via the Q & A function within the solicitation in ProcureAZ. Inquiries received less than 72 hours prior to the bid opening date are not guaranteed to be answered before the offer due date and time. Only official solicitation amendments issued by the State Procurement Office through ProcureAZ shall constitute a change to the solicitation requirements. Technical inquiries about submitting your offer in ProcureAZ should be submitted to the ProcureAZ Help Desk by phone at (602) 542-7600, option 1, or by email at procure@azdoa.gov

3.0 Offer Preparation

No changes to the Uniform Instructions to Offerors.

4.0 Submission of Offer

4.1 ProcureAZ

Offers in response to this solicitation shall be submitted within the State's eProcurement system, ProcureAZ (<https://procure.az.gov>). Please be advised that utilizing ProcureAZ requires a certain level of technical competency that should be considered when selecting staff to work in the system. The successful submission of your offer in ProcureAZ is critical in order for the State to receive and evaluate your offer. Therefore, particular focus should be placed on the selection of staff given the responsibility for submitting your offer in ProcureAZ. Offers shall be received before the date/time listed in the solicitation's 'Bid Opening Date' field. Offers submitted outside PROCUREAZ, or those that are received after the date/time stated in the 'Bid Opening Date' field, shall be rejected.

4.2 Content of Proposal

4.2.1 Required Documents

The submitted proposal shall include the following documents. Failure to submit all documents below according to instructions may have a negative impact on the evaluated score or result in the offer being determined non-responsive and therefore not susceptible for award.



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- (a) Attachment 1 – Signed Offer Form
- (b) Attachment 2 - Offeror Questionnaire
- (c) Attachment 3 –Not Used in this Solicitation
- (d) Attachment 4 – Pricing Document
- (e) Attachment 4-A – Performance Guarantees
- (f) Attachment 5-A – Proposed Designation of Confidential Information
- (g) Attachment 5-B – Conformance Statements
- (h) Attachment 5-C – Offer Checklist

4.2.2 Pre-Printed Documents

Any pre-printed documents required by this solicitation are located within this document and shall be completed in the format provided and according to any instructions contained within the document or elsewhere in these instructions. Offerors shall download all pre-printed documents, save the completed document to their computer, and upload completed documents as part of their submitted offer in ProcureAZ. Excessive marketing attachments that are not requested in the documents listed below are discouraged.

4.2.3 Submission of Pricing

Offeror shall submit pricing according to any narrative line items in ProcureAZ and the instructions contained in Attachment 4. Failure to submit pricing according to these instructions may negatively affect the scoring of the proposal or may result in a determination of a non-responsive offer.

5.0 Evaluation

5.1 Opening

Supplemental to Uniform Instructions to Offerors paragraph 4.6, offers received by the due date and time will be opened online and the name of each Offeror will be publically available. Offers will not be subject to public inspection until after contract award.

5.2 Evaluation Criteria

In accordance with A.A.C. R2-7-C316 offers will be evaluated based on the following evaluation criteria: (1) Workmanship and Quality; (2) Cost (3) Experience and expertise; and (4) method of approach, listed in their relative order of importance.

5.3 Cost is an Essential Consideration

Regardless of the relative order assigned to cost, it is an essential consideration in every award the State makes. The State's intent is always to obtain the best pricing available and strives to make its evaluations be a straightforward comparison of best value between the responsible and responsive proposals.

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5.4 Clarifications

In accordance with A.A.C. R2-7-C313, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of providing a greater understanding of the offer. Clarifications shall not otherwise afford the Offerors the opportunity to alter or make a material change in its offer.

5.5 Negotiations

As provided by A.A.C. R2-7-C314, negotiations may be conducted with Offerors determined to be reasonably susceptible for award. The State shall request best and final offers from any Offeror with whom negotiations have been conducted. Award may be made without negotiations, therefore, offers shall be submitted complete and on most favorable terms.

5.6 Responsibility, Responsiveness, and Susceptibility

In accordance with A.R.S. § 41-2534(G), A.A.C. R2-7-C311, A.A.C. R2-7-C312, and R2-7-C316, the State shall consider, at a minimum, the following criteria when determining Offeror's responsibility, as well, as the proposal's responsiveness and susceptibility for contract award:

1. Whether the Offeror has had a contract within the last 5 (five) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;
2. Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;
3. Whether the Offeror is legally qualified to contract with the State and the Offeror's financial, business, personnel, or other resources, including subcontractors; This includes if the vendor or key personnel have 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;
4. Whether the Offeror promptly supplied all requested information concerning its responsibility;
5. Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, acknowledged Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
6. Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation including its Amendments and all documents incorporated by reference;



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7. Whether the Offer limits the rights of the State;
8. Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State necessary for successful Contract performance. The State shall be the sole determiner as to the reasonableness of a condition;
9. Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
10. Whether the Offeror provides misleading or inaccurate information.

5.7 Financial Stability

The Offeror must be financially stable and able to substantiate the financial stability of its company. The State reserves the right to request additional documentation from the Offeror and to request reports on financial stability from independent financial rating services. If requested, current financial statements or other financial information deemed appropriate, must be provided within 5 (five) business days of request. The State reserves the right to reject any offer which does not demonstrate financial stability sufficient for the scope of this contract award.

6.0 Award

6.1 Best Advantage to State

In accordance with A.A.C. R2-7-C317, the contract(s) shall be awarded to the responsible Offeror whose offer is determined to be most advantageous to the state based on the evaluation factors set forth in this solicitation.

6.2 Contract Document Consolidation

At its sole option, following any contract award(s) the State may consolidate the resulting contract documents. Examples of such consolidation would include: (1) reorganizing solicitation documents and those components of the Contractor's Offer not pertaining to the Contract's operation; or (2) excluding any components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.

6.3 Notice to Proceed

Contractors shall commence with the performance of the Contract upon receipt of a notice to proceed issued by the Procurement Officer or other authorized representatives as set forth in the Contract. Prior to receiving this notice, Contractors shall not commence any billable activities in the performance of the Contract.

6.4 Evidence of Insurance Coverage

Prior to commencing services under any awarded Contract, successful contractors shall provide and maintain during the entire term of an awarded Contract, a certificate of insurance indicating the coverages stated in the Special Terms and Conditions of this Solicitation.



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7.0 Protests

No changes to the Uniform Instructions to Offerors.

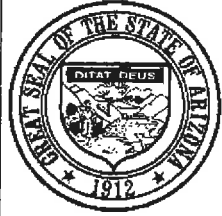
8.0 Comments Welcome

No changes to the Uniform Instructions to Offerors.

9.0 Exhibits to the Special Instructions

None

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UNIFORM INSTRUCTIONS TO OFFERORS

Version: 01 (May 10, 2016)

1.0 Definition of Terms

As used in these Instructions, the terms listed below are defined as follows:

1.1 Attachment

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

1.2 Best and Final Offer

"Best and Final Offer" means a revision to an Offer submitted after negotiations are completed that contains the Offeror's most favorable terms for price, service, and products to be delivered. Sometimes referred to as a Final Revision.

1.3 Contract

"Contract" means the combination of the Solicitation, including the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer, any Clarifications, and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.4 Contract Amendment

"Contract Amendment" means a written document signed by the Procurement Officer issued for the purpose of making changes in the Contract.

1.5 Contractor

"Contractor" means any person who has a Contract with a state governmental unit.

1.6 Day

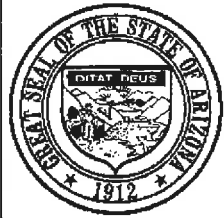
"Day" means calendar days unless otherwise specified.

1.7 E-Procurement

"EProcurement (Electronic Procurement)" means conducting all or some of the procurement function over the Internet. Point, click, buy, and ship Internet technology is replacing paper-based procurement and supply management business processes. Elements of eProcurement also include Request for Proposals, Request for Proposals, and Request for Quotations.

1.8 Exhibit

"Exhibit" means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.



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1.9 Offer

"Offer" means a response to a Solicitation.

1.10 Offeror

"Offeror" means a person who responds to a Solicitation.

1.11 Person

"Person" means any corporation, business, individual, union, committee, club, or other organization or group of individuals.

1.12 Procurement Officer

"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.

1.13 Solicitation

"Solicitation" means a Request for Proposals ("IFB"), a Request for Technical Offers, a Request for Proposals ("RFP"), a Request for Quotations ("RFQ"), or any other invitation or request issued by the purchasing agency to invite a person to submit an offer.

1.14 Solicitation Amendment

"Solicitation Amendment" means a change to the Solicitation issued by the Procurement Officer.

1.15 Subcontract

"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.

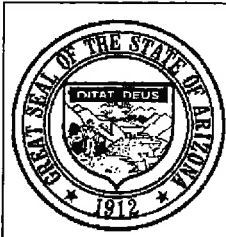
1.16 State

"State" means the State of Arizona and Department or Agency of the State that executes the Contract.

2.0 Inquiries

2.1 Duty to Examine

It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an 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.



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2.2 Solicitation Contact Person

Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Procurement Officer.

2.3 Submission of Inquiries

All inquiries related to the Solicitation are required to be submitted in the State's eProcurement system. All responses to inquiries will be answered in the State's eProcurement system. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number. Offerors are prohibited from contacting any state employee other than the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.

2.4 Timeliness

Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

2.5 No Right to Rely on Verbal or Electronic Mail Responses

An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.

2.6 Solicitation Amendments

The Solicitation shall only be modified by a Solicitation Amendment.

2.7 Pre-Offer Conference

If a pre-Offer conference has been scheduled under the Solicitation, the date, time and location shall appear in the State's eProcurement system. Offerors should raise any questions about the Solicitation 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 Solicitation Amendment.

2.8 Persons with Disabilities

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.

3.0 Offer Preparation

3.1 Electronic Documents

The Solicitation is provided in an electronic format. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State's eProcurement system. Any unidentified alteration or modification to any



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Solicitation, attachments, exhibits, forms, charts, or illustrations contained herein shall be null and void. Offeror's electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .doc and .docx (Microsoft Word), .xls and .xlsx (Microsoft Excel), .ppt and .pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat). Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.

3.2 Evidence of Intent to be bound

The Offer and Acceptance form within the Solicitation shall be submitted with the Offer in the State's eProcurement system and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as a signature, shall result in rejection of the Offer.

3.3 Exceptions to RFP Documents

3.3.1 Exceptions to the Terms and Conditions.

All exceptions included with the Offer shall be submitted in the State's eProcurement system in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.

3.3.2 Exceptions to Other Solicitation Documents

An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

3.3.3 Exceptions Affect Evaluation

All exceptions that are contained in the Offer may negatively impact an Offeror's susceptibility for award. An Offer that takes exception to any material requirement of the solicitation may be rejected.

3.4 Subcontracts

Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

3.5 Cost of Offer Preparation

The State will not reimburse any Offeror the cost of responding to a Solicitation.

3.6 Federal Excise Tax

The State is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.



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3.7 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.

3.8 Employee Identification

Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this Contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

3.9 Identification of Taxes in Offer

The State is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the Solicitation. When applicable, the tax rate and amount shall be identified on the price sheet.

3.10 Disclosure

If the 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 set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

3.11 Delivery

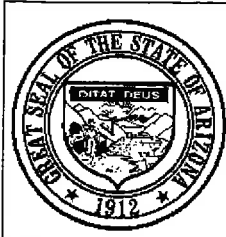
Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

3.12 Federal Immigration and Nationality Act

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

3.13 Offshore Performance of Secure or Sensitive Work Prohibited

Any services that are described in the specifications or scope of work that directly serve the State or its clients and involve access to secure or sensitive data or personal client data shall be



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performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the Offer.

4.0 Submission of Offer

4.1 Offer Submission, Due Date and Time

Offerors responding to a Solicitation must submit the Offer electronically through the State's eProcurement system. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of the State's eProcurement system or those that are received after the due date and time shall be rejected.

4.2 Offer and Acceptance

Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted in the State's eProcurement system with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.

4.3 Solicitation Amendments

A Solicitation Amendment shall be acknowledged in the State's eProcurement system no later than the Offer due date and time. Failure to acknowledge a Solicitation Amendment may result in rejection of the Offer.

4.4 Offer Amendment or Withdrawal

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

4.5 Confidential Information

If an Offeror believes that any portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information, the Offeror shall clearly designate the trade secret and other proprietary information, using the term "confidential." An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. The Procurement Officer shall review all requests for confidentiality and provide a written determination. Until a written determination is made, a Procurement Officer shall not disclose information designated as confidential except to those individuals deemed to have a legitimate State interest. In the event the Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the State Procurement Administrator within the time specified in the written determination. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.



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4.6 Public Record

All Offers submitted and opened are public records and must be retained by the State for six years. Offers shall be open and available to public inspection through the State's eProcurement system after Contract award, except for such Offers deemed to be confidential by the State.

4.7 Non-collusion, Employment, and Services

By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that: (1) Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and (2) Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable federal, state, and local laws and executive orders regarding employment.

5.0 Evaluation

5.1 Unit Price Prevails

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

5.2 Taxes

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

5.3 Prompt Payment Discount

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

5.4 Late Offers


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

5.5 Disqualifications

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

5.6 Offer Acceptance Period

An Offeror submitting an Offer under the Solicitation shall hold its Offer open for the number of days from the Offer due date 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.

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5.7 Waiver and Rejection Rights

Notwithstanding any other provision of the Solicitation, the State reserves the right to: (1) waive any minor informality; (2) reject any or all offers or portions thereof; or (3) cancel the Solicitation.

6.0 Award

6.1 Number of Types of Awards

The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State.

6.2 Contract Inception

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

6.3 Effective Date

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

7.0 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 the 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 Procurement Officer makes the procurement file available for public inspection. Any such protest shall include:

1. The name, address, email address and telephone number of the interested party;
2. The signature of the interested party or its representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.



Request for Proposal

Solicitation No.
ADSP016-00006442

Description:
Refurbish Furniture and Services and Services

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

8.0 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.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DAVE SCOTT & ASSOCIATES, INC.**

**EXHIBIT B
Scope of Work**

PROJECT

In accordance with the terms and conditions of this Agreement and the State of Arizona Contract No. ADSPO16-150067, the City is retaining Dave Scott & Associates, Inc. to provide services to refurbish furniture city-wide on an as-needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DAVE SCOTT & ASSOCIATES, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is in accordance with Section 3 of this agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$100,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay Contractor compensation in accordance with the rates as set forth in the State of Arizona Contract, No. ADSPO16-150067, to provide services to refurbish furniture city-wide on an as-needed basis.



Attachments

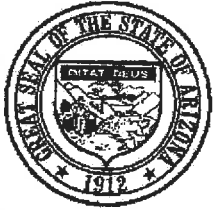
Solicitation No.
ADSP016-00006442

Description:
Refurbish Furniture and Services

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

Attachment 4-A

Modular Refurbishment For Existing State Furniture		
Resize height/width of panel	Height: \$ <u>62.50</u>	Width: \$ <u>62.50</u>
Resize work surface/re-edgeband	\$ <u>35.00</u> (includes new edgeband)	
Recover tack boards, flipper doors	\$ <u>29.00</u> plus material	
Recover panels	One side: \$ <u>43.00</u>	Both sides: \$ <u>62.00</u> plus material
Wood refinishing	Quoted per item \$ <u>59.00</u>	
Power to non-power panels	Quoted per panel \$ <u>35.00</u>	



Attachments

Solicitation No.
ADSP016-00006442

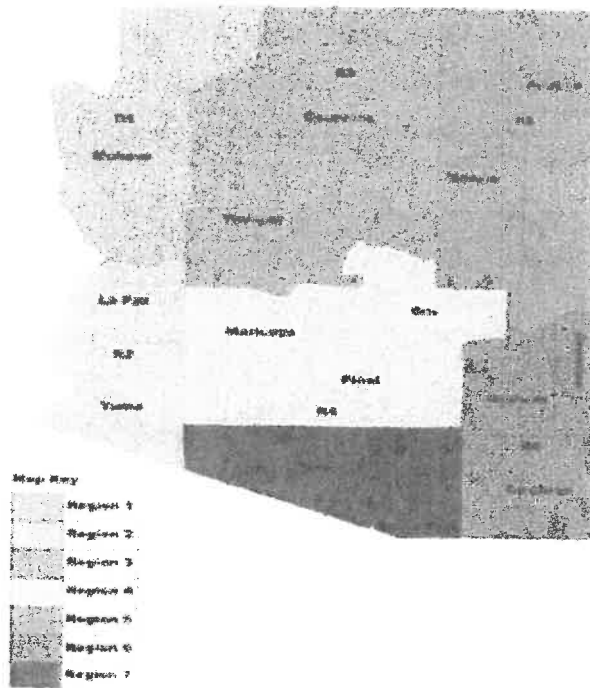
Description:
Refurbish Furniture and Services

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

Attachment 4-B

PRICE PROPOSAL REGIONAL DELIVERY SERVICE

Region 1 Delivery Flat Fee \$	<u>790.</u>	Region 1 Drop Ship Flat Fee \$	<u>508.</u>
Region 2 Delivery Flat Fee \$	<u>790.</u>	Region 2 Drop Ship Flat Fee \$	<u>508.</u>
Region 3 Delivery Flat Fee \$	<u>368.</u>	Region 3 Drop Ship Flat Fee \$	<u>310.</u>
Region 4 Delivery Flat Fee \$	<u>0</u>	Region 4 Drop Ship Flat Fee \$	<u>0</u>
Region 5 Delivery Flat Fee \$	<u>790.</u>	Region 5 Drop Ship Flat Fee \$	<u>508.</u>
Region 6 Delivery Flat Fee \$	<u>690.</u>	Region 6 Drop Ship Flat Fee \$	<u>375.</u>
Region 7 Delivery Flat Fee \$	<u>250.</u>	Region 7 Drop Ship Flat Fee \$	<u>235.</u>





Attachments

Solicitation No.
ADSP016-00006442

Description:
Refurbish Furniture and Services

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

Attachment 4-C

Hourly Rates	Hourly Rates
Installation Services	26.00
Disassembly/Relocation/Reconfiguration Services	26.00
Repair Services	32.00



Attachments

Solicitation No.
ADSP016-00006442

Description:
Refurbish Furniture and Services

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

Attachment 4-D

PRICE PROPOSAL STANDARD WORKSTATION (8' X 8')

Manufacturer ADD OR AIS

Please fill this out per each manufacture you provide refurbishment

Components	Required Qty's	Unit Price
Fabric Tack board 12H x 48W	2	32.
Tasklight 48W	2	39
Duplex Outlet Line 1	1	6
Duplex Outlet Line 2	1	6
Duplex Outlet Line 4 Dedicated	1	6
18" Electrical Jumper (Panel to Panel)	3	6
2 Way 90 Degree Base Raceway Shroud	2	27
Hard Surface Panel Powered 50H x 48W	2	108
Hard Surface Panel Powered 66H x 48W	2	132
Hard Surface Panel Non Powered 50 H x 48W	1	92
End of Run Base Raceway Shroud	1	11
Type C Flipper Unit Solid Face 48W	1	92
Lateral File L Series Sq. Front 2 Drawer 30" (no top)	1	190
Pedestal Box, Box File 24D	1	106
Linear End Shelf 48" W Divi	1	34
Key Alike Kit (3 Cores)	1	20
Rectangular 2mm Edge 24D x 24W (2mm Grade A)	1	28
Rectilinear Corner 2mm Edge 24D x 48W (2mm Grade A)	1	92
Standard End Panel 24" (2mm Grade A) (Flat Plate)	1	36
Side/Support Rear Bracket Right	2	8
Regular Cantilever Left Hand 24D	1	8
Shared Cantilever 24D	2	12
Other (Specify) <u>WORK SURFACE 24X48 Feet</u>	2	44
Grand Total		1549.00

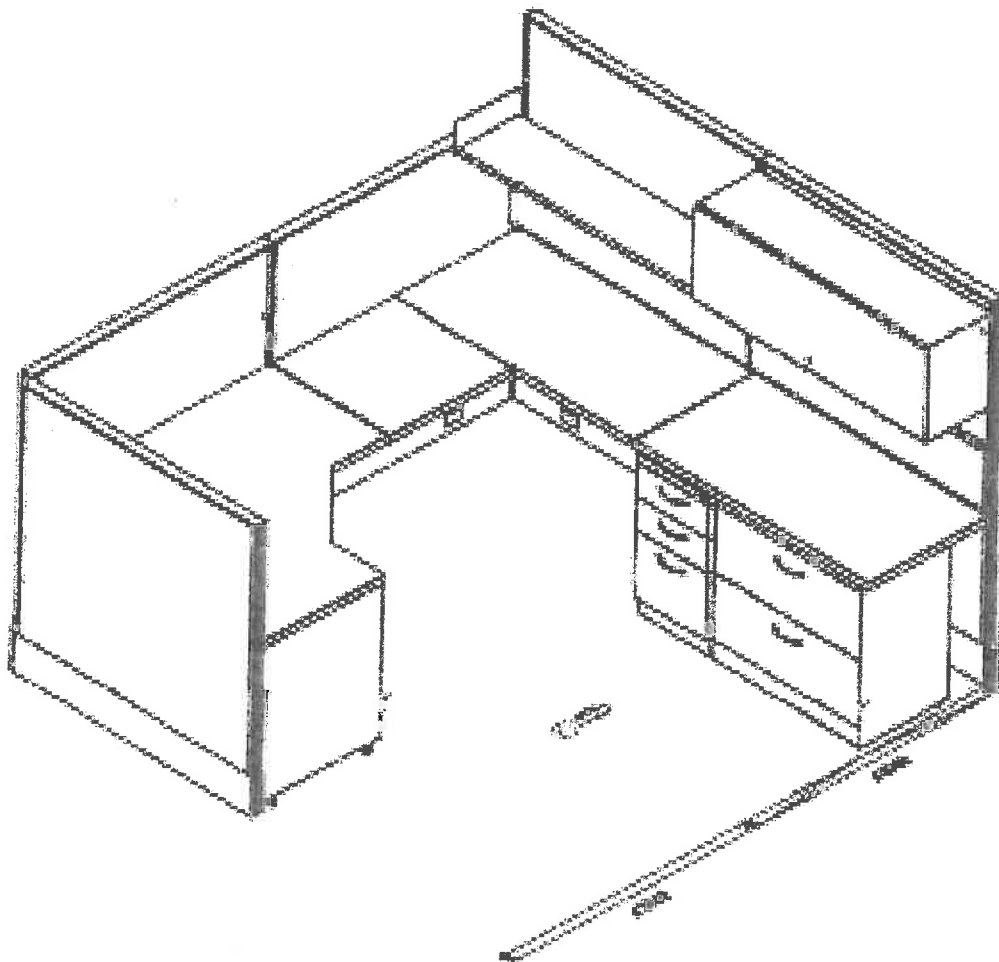


Attachments

Solicitation No.
ADSP016-00006442

Description:
Refurbish Furniture and Services

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





Attachments

Solicitation No.
ADSP016-00006442

Description:
Refurbish Furniture and Services

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

PRICE PROPOSAL STANDARD WORKSTATION (6' X 8')

Manufacturer AD2 OR AIS

Please fill this out per each manufacture you provide refurbishment

Fabric Tackboard 15H x 36W	2	30
Tasklight - 36W	2	36
Duplex Outlet - Line 1 <u>2</u>	2	6
Duplex Outlet - Line 4 - Dedicated	1	6
Hard Surface Panel - Powered - 66H x 36W	2	125
Hard Surface Panel - Non Powered 50H x 36W	2	100
Post Filler 2 - Way 50" H	1	23
Post Filler 3 - Way 66"H	2	26
Post Filler 4 - Way 66" H	1	31
End of Run Base Raceway Shroud <u>FINISHED END</u>	1	11
Type C Flipper Unit Solid Face - 36W <u>AD2</u>	1	74
Lateral File L Series Sq. Front 2 Drawer 30" (no top)	1	190
Pedestal Box File 24D	1	107
Pedestal File, File 24D	1	107
Rectangular 2mm Edge 24D x36W (2mm Grade A)	1	40
Rectangular 2mm Edge 24D x 60W (2mm Grade A)	1	60
Tack board - <u>24 X 36 X 24 CORNER 100% SURF</u>	1	76
Flat Plate - <u>21 X 24 INCH END PANEL</u>	1	36
Side/Support Rear Bracket - Left	1	8
Shared Cantilever Single 24D	1	8
Shared Cantilever Pair 24D	2	12
Other (Specify) <u>47 X 60 HARD PANEL 100%</u>	1	115
Grand Total		1563.00

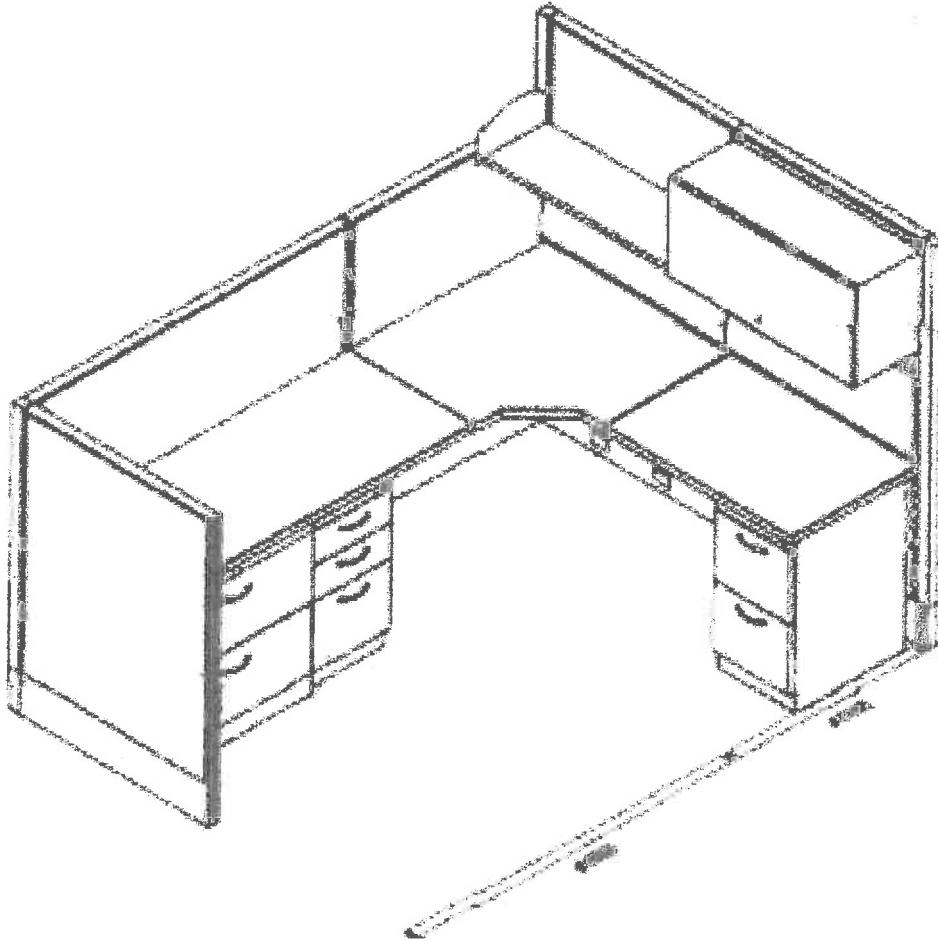


Attachments

Solicitation No.
ADSP016-00006442

Description:
Refurbish Furniture and Services

Arizona Department of
Administration
State Procurement Office
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Attachments

Solicitation No.
ADSP016-00006442

Description:
Refurbish Furniture and Services

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

PRICE PROPOSAL STANDARD WORKSTATION (8' X 12')

Manufacturer *A02 OR AIS A02 OR DIVI*

Please fill this out per each manufacture you provide refurbishment

Components	Required Qty's	Unit Price
Fabric Tackboard 15H x 48W	2	40
Tasklight 48W	2	48
Duplex Outlet Line 1	2	7
Duplex Outlet Line 2	2	7
Duplex Outlet Line 4 Dedicated	2	7
67" Electrical Jumper (Panel to Panel)	<i>NO/A</i>	
Hard Surface Panel Powered 50H x 48W	4	135
Hard Surface Panel Powered 66H x 48W	3	165
Hard Surface Panel Non Powered 66H x 48W	2	115
Post Filer 2 way 50" H	2	33
Post Filer 3 way 66" H	2	33
End of Run Base Raceway Shroud	2	14
Type C Flipper Unit Solid Face 48W	2	115
Lateral File L Series Sq. Front 2 Drawer 42" (no top)	1	250
Pedestal Box, Box File 24D	2	133
Mid Height Shelf Unit 48W	1	42
Key Alike Kit (2 Cores) Wesko Type	2	25
Rectangular 2mm Edge 24D x 48W	3	55
Rectilinear Corner RH 2mm Edge 24 x 48W x 72W (2 mm Grade A)	1	140
Rectilinear Corner LH 2mm Edge 24 x 48W x 72W (2mm Grade A)	1	140
Standard End Panel 24"	2	45
Flat Plate	4	5
Side Support Rear Bracket Right	2	10
Regular Cantilever Left Hand 24D	2	10
Regular Cantilever Right Hand 24D	2	10
Other (Specify)		
Grand Total		2963.00

AIS DIVI When Available

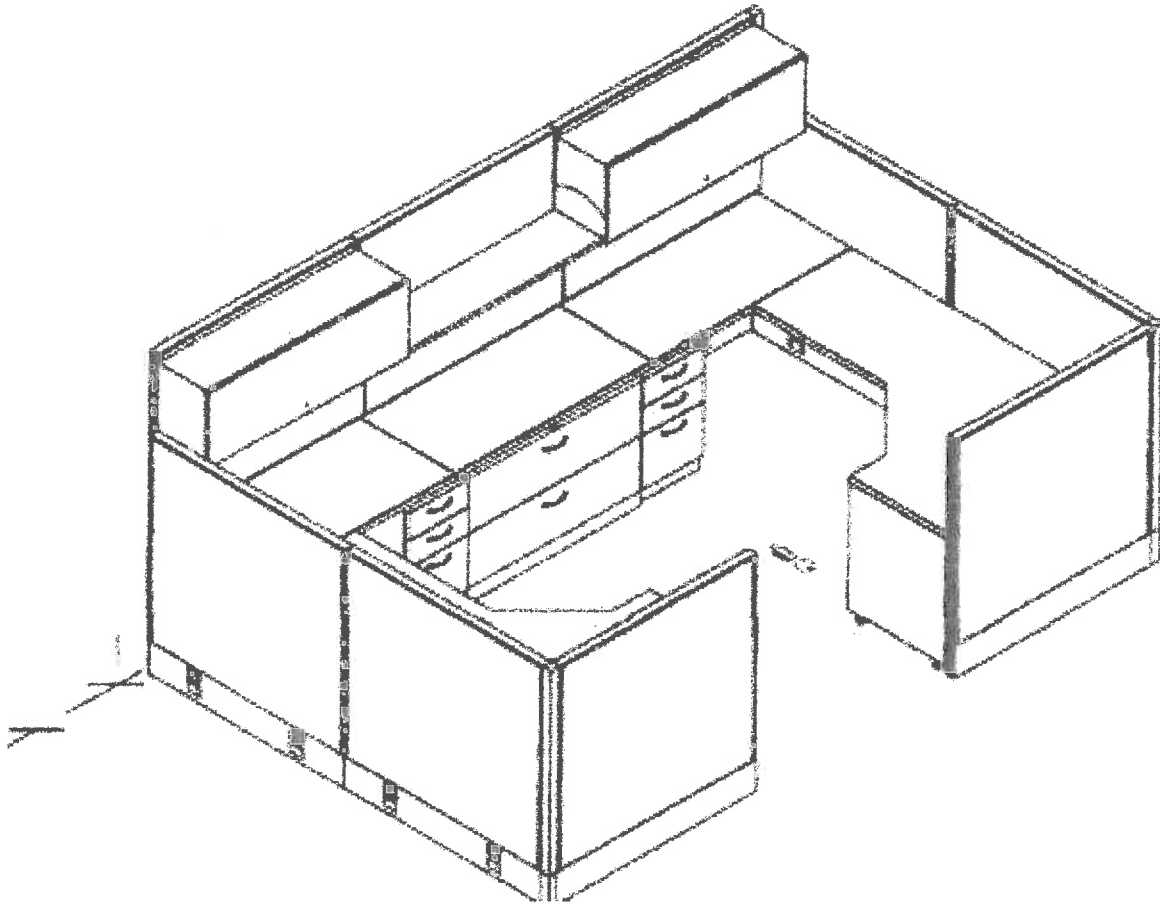


Attachments

Solicitation No.
ADSP016-00006442

Description:
Refurbish Furniture and Services

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





Legislation Description

File #: 17-173, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH GOODMAN'S INC., FOR REFURBISHED FURNITURE AND SERVICES

Staff Contact: Michelle Woytenko, Deputy Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with Goodmans Inc., to provide refurbished furniture in an amount not to exceed \$100,000 for the entire term of the agreement, and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional four, one-year renewals. The initial term of the agreement is effective until September 29, 2017.

Background

The Agreement with Goodmans Inc. will be used to purchase and install refurbished office furniture at City of Glendale facilities on an as-needed basis.

Goodmans Inc. was awarded a bid by the State of Arizona as described in the Refurbish Furniture and Services Contract and staff is requesting to utilize the Arizona Procurement Cooperative Purchasing Agreement, of which Glendale is a member. Contract ADSP017-150080 was awarded on September 30, 2016 and is effective through September 29, 2017, and includes an option to renew the contract an additional four, one-year renewals, allowing the contract to be extended through September 29, 2021.

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

Analysis

City departments will be able to utilize this contract to purchase refurbished furniture to replace existing, deteriorating furniture or to allow reorganization of work spaces. The vendor purchases used office equipment, makes necessary repairs and repaints or re-fabrics as needed to meet customer needs. The resulting product is delivered and installed at significant cost savings when compared to new contracts.

Previous Related Council Action

On September 22, 2015, Council authorized entering into an Amendment to a Linking Agreement with Goodmans, Inc., Contract No. C-9768, for the purchase of new furniture, products, and services, in an amount not to exceed \$300,000 for the entire term of the Agreement.

Community Benefit/Public Involvement

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2016-17 Operating and Maintenance budgets for the various city departments. Expenditures with Goodmans Inc. are not to exceed \$100,000 for the entire term of the Agreement, contingent upon Council budget approval.

Cost	Fund-Department-Account
\$100,000	Various

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

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

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (the "City"), and Goodmans Inc., an Arizona corporation authorized to do business in Arizona, ("Contractor"), collectively, the "Parties."

RECITALS

- A. On September 30, 2016, under the Arizona State Procurement Cooperative Purchasing Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Refurbish Furniture and Services, Contract No. ADSP017-150080 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was September 30, 2016, until the date the contract expires on September 29, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond September 29, 2021. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until September 29, 2017. The City Manager or designee, however, may renew the term of this Agreement for four (4) one-year periods until the Cooperative Purchasing Agreement expires

on September 29, 2021. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred thousand dollars (\$100,000) for the entire term of the Agreement (initial term plus any renewals).

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

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

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

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

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

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

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

City of Glendale
c/o Vern Baker
6210 W. Myrtle Avenue, Suite 111
Glendale, Arizona 85301
623-930-2679

and

Goodmans Inc.
c/o Adam Goodman
1400 E. Indian School Rd.
Phoenix, Arizona 85014
602-300-2771

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

"City"

City of Glendale, an Arizona
municipal corporation

By: _____

Kevin R. Phelps
City Manager

"Contractor"

Goodman Inc.,
an Arizona corporation

By: _____


Name: Adam Goodman
Title: President and CEO

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

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

**EXHIBIT A
STATE OF ARIZONA ADSP017-150080
REFURBISH FURNITURE AND SERVICES**



Master Blanket Purchase Order ADSP017-150080

Header Information

Purchase Order Number:	ADSP017-150080	Release Number:	0	Short Description:	Refurbish Furniture and Services
Status:	3PS - Sent	Purchaser:	Christopher Lacey	Receipt Method:	Quantity
Fiscal Year:	2017	PO Type:	Blanket	Minor Status:	
Organization:	State of Arizona	Location:	SPO - State Procurement Office	Type Code:	Statewide
Department:	ADSP0 - State Procurement Office	Entered Date:	09/29/2016 03:18:12 PM	Control Code:	
Alternate ID:		Retainage %:	0.00%	Discount %:	0.00%
Print Dest Detail:	If Different	Release Type:	Direct Release	Pcard Enabled:	Yes
Catalog ID:		Tax Rate:		Actual Cost:	\$0.00

Master Blanket/Contract End Date (Maximum): 09/28/2021 05:00:00 PM

Project No.:

Building Code:

Cost Code:

Special Purchase Types:

PIJ NUMBER:

Coop Spend To Date:

Commodity Reference Id:

PO External Doc Type: None

Agency Attachments: [PO Terms & Conditions ProcureAZ Solicitation File.zip](#) [Refurbish Furniture MasterAgreement.pdf](#) [Price Attachments Final.pdf](#) [Attachment 1~1.pdf](#) [Goodmans - State of AZ.PDF](#)

Vendor Attachments:

Agency Attachment Forms:

Vendor Attachment Forms:

Primary Vendor Information & PO Terms

Vendor:



9000003510 - GOODMANS INC
 Stacey Huld
 1400 E Indian School Road
 Phoenix, AZ 85014
 US
 Email: shuld@goodmans.info

Payment Terms: Net 30
Shipping Terms:

Shipping Method:
Freight Terms:

PO Acknowledgements:

Alt. Reference:	Notifications	Acknowledged Date/Time
20001 Purchase Order	Emailed to shuld@goodmans.info at 09/30/2016 09:43:12 AM	
Change Order 1	Emailed to shuld@goodmans.info at 09/30/2016 10:56:57 AM	09/30/2016 11:35:26 AM
Change Order 2	Emailed to shuld@goodmans.info at 09/30/2016 01:28:09 PM	10/13/2016 02:17:06 PM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
9000003510	PZ9000003510	GOODMANS INC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 09/29/2016 **Master Blanket/Contract End Date:** 09/28/2017
Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$929.32	\$0.00

Item Information

Print Sequence # 4.0, Item # 1: Standard Refurbished Work Stations (6x8 8x8, 8x12) Please See Attachments for pricing 3PS - Sent

NIGP Code: 425-48
 Furniture, Office (Custom Made)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: _____ Brand: _____ Model: _____
 Make: _____ Packaging: _____
 Project No.: _____
 Building Code: _____
 Cost Code: _____
 Property Number: _____

Print Sequence # 6.0, Item # 2: Modular Refurbishment For Existing State Furniture Please see Attachments for pricing 3PS - Sent

NIGP Code: 910-52
 Maintenance and Repair Services, Building (Not Otherwise Classified)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$1.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: _____ Brand: _____ Model: _____
 Make: _____ Packaging: _____
 Project No.: _____
 Building Code: _____
 Cost Code: _____
 Property Number: _____

Print Sequence # 8.0, Item # 3: Installation, Disassembly, Relocation, Reconfiguration, and Repair Services > Please see attachments for pricing 3PS - Sent

NIGP Code: 931-45
 Furniture Installation and Reconfiguration Services (Including Systems Furniture)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: _____ Brand: _____ Model: _____
 Make: _____ Packaging: _____
 Project No.: _____
 Building Code: _____
 Cost Code: _____
 Property Number: _____

Print Sequence # 9.0, Item # 4: Delivery Fees & Drop Ship Fees Please see attachments for pricing 3PS - Sent

NIGP Code: 962-86
 Transportation of Goods and Other Freight Services

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: _____ Brand: _____ Model: _____
 Make: _____ Packaging: _____
 Project No.: _____
 Building Code: _____
 Cost Code: _____
 Property Number: _____

Print Sequence # 10.0, Item # 5: Taxes 3PS - Sent

NIGP Code: 963-79
 Surcharges and Taxes (To Include Fuel Surcharges and Taxes)



Attachments

Solicitation No.
ADSP016-00006442

Description:
Refurbish Furniture and Services

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

Attachment 1: Offer and Acceptance Form

OFFER TO STATE OF ARIZONA:

The Undersigned hereby offers and agrees to provide **Refurbish Furniture and Services** in compliance with all Terms, Conditions, Best and Final Offer, Requirements, Amendments, et. al. in the Solicitation including any written exceptions in the offer accepted by the State.

Goodmans Interior Structures

Company Name

Signature of Person Authorized to Sign Offer

1400 E Indian School Rd

Address

Adam Goodman, President and CEO

Printed Name and Title

Phoenix, AZ 85014

City | State | ZIP

Stacey Huld, Account Manager

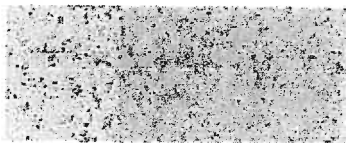
Contact Name and Title

www.goodmans.com

Web address

602.300.2771

Contact Phone



shuld@goodmans.info

Contact Email Address

CERTIFICATION

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

1. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
2. 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.
3. The Offeror certifies compliance with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance.
4. The Offeror is not debarred from, or otherwise prohibited from participating in any contract awarded by any federal, state or local government.

ACCEPTANCE OF OFFER FOR STATE OF ARIZONA

The Offer is hereby accepted. The Contractor is now bound to sell the goods and perform the services under the attached Contract and based upon the Solicitation, including all Terms, Conditions, Best and Final Offer, Scope of Work/Specifications, Amendments, et. al., and the Contractor's Offer as accepted by the State of Arizona.

This Contract shall henceforth be referred to as Contract No. Click or tap here to enter text.

The effective date of the Contract is Click or tap here to enter text.

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

Awarded this 30th day of September 20 16

Procurement Officer:



Request for Proposal

Solicitation No.
ADSP016-00006442

Description:
Refurbish Furniture and Services

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

NOTICE OF REQUEST FOR PROPOSAL

Description of this Solicitation:

The Arizona Department of Administration, State Procurement Office (the State), is seeking as authorized under A.R.S. § 41-2501 to establish one or more "single-agency" contracts to satisfy the needs of 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.

Proposals will be accepted online in the ProcureAZ system (<https://Procure.AZ.gov>) until the "Bid Opening Date" deadline indicated there this Solicitation number.

Proposals must be in the State Procurement Office's possession by the deadline. LATE PROPOSALS WILL NOT BE CONSIDERED. No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding the requirements or procedures for online submission.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION, NOT JUST THE SCOPE OF WORK DOCUMENT



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SCOPE OF WORK DOCUMENT

Section Date: May 10, 2016

1.0 Background

The State desires to establish a Contract or Contract Set to supply, install, reconfigure, and service Refurbish Furniture within the following categories: Chairs/Seating, Free Standing Refurbish Furniture, Modular Refurbish Furniture, Systems Refurbish Furniture Solutions, Storage/Casegoods, and Classroom/Special School Refurbish Furniture. Service requirements shall also include warranty/repairs and relocations. The State intends to consider value-added-reseller, distributor, as well as manufacturer-direct proposals. Based on historical data and anticipated volumes with Statewide and participating Co-Op new furniture contracts, the spending in those categories for fiscal year 2016 to-date has been well over \$15 million; estimated annual spend under the contract from this Solicitation is likely to be less. However no guarantee of the actual quantities is implied or expressed by this solicitation. Requirements shall be based on actual need. Contracts resulting from this solicitation will be used by multiple eligible agencies with delivery locations throughout the State.

2.0 Scope Requirements

2.1 Scope Summary

The Successful Contractor(s) shall provide a broad range of Refurbish Furniture Products and Services as well as all necessary account and delivery services. The Refurbish Furniture Products and Services under this contract include the actual manufacturer's product and all labor, materials, transportation, equipment and other activities for, and reasonably incidental to the installation, and configuration of the manufacturer's products that are no more than ten (10) to fifteen (15) years of use.

2.2 Minimum Requirements

Along with a quality product, we are looking for Contractors with demonstrated professional integrity, a longstanding reputation in the Refurbish Furniture industry and specific abilities to supply, install and service Refurbish Furniture to the State. In forming a long-term relationship with the Successful Contractor(s), some of the qualities we expect include:

- 2.2.1 Experience: Contractor with a minimum of ten (10) years' of proven experience reselling, distributing and or installing office Refurbish Furniture.
 - 2.2.1 (a) Company Background include (D&B financials)
 - 2.2.1 (b) References with current clients
 - 2.2.1 (c) Demonstrating longstanding relationship with manufacturers.
 - 2.2.1 (d) Letter Recommendations of manufacturers, distributors or clients of long standing of three years or more



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- 2.2.2 Customer Service: The Contractor(s) shall provide a single, general point of contact (and a backup) to handle questions or problems that may arise throughout the life of a resultant contract. At least one Customer Service Representative must be available during Contractor's operating hours.
- 2.2.3 Electronic Catalog: The successful Contractor(s) may be required to submit their items list in an electronic format designated by the State.

2.3 General:

- 2.3.1 Contractor Minimum Product Standards. Contractor shall meet these minimum business requirements:
- (a) All Refurbish Furniture and required components shall be of a design material and workmanship to withstand hard, daily usage over an extended life with a minimum of maintenance and repair.
 - (b) All components shall stand erect and rest firmly on their bases to assure safety, good appearance, and provide for a stationary work position. All components shall be plumb and level and shall have identical range of modularity so that they are interchangeable between workstations. The system shall be capable of being installed over finished flooring without penetration or demarcation or the use of floor fasteners so as to allow for reconfiguration without any floor patching
 - (c) Refurbish Furniture offered in the following categories shall be considered for award. These categories shall be defined by similar types of products and include all related parts and accessories.
 - (d) Support Leadership in Energy and Environmental Design (LEED) construction if/when applicable.

	Description
Free Standing Refurbish Furniture	Free Standing Desks, Tactics/Training, Conference Room Tables, Small Office Tables, Side Tables, Dining Tables, Credenzas, Organization Accessories, Reception, Laminate, Wood, Steel, Other
Modular Refurbish Furniture	Demountable Walls, Systems Refurbish Furniture, Fabric Panels, Organization Accessories, Lighting, Electrical connections and Internal Wiring, Other
Systems Refurbish Furniture Solutions	Modular Refurbish Furniture, Chairs, Casegoods, Panels, Tools, Railings, Electrical connections, Other
Storage/Casegoods	Steel Casegoods, Wood Casegoods, File Cabinets, Shelves (freestanding/wall mounted), Cabinets, Book Case, Office Storage, Other
Classroom/Special School Refurbish Furniture	Desks, Chairs, Tables, Cafeteria, Library, Early Education, Auditorium, Dorm, Locker Room Refurbish Furniture, Other



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2.3.2 Items specifically **NOT** included within this solicitation

- (a) Rented or leased products;
- (b) Sheets, blankets or other linen;
- (c) Paintings, pictures, false plants/trees or other décor not related to functional Refurbish Furniture;
- (d) Appliances and electronic equipment except for modular Refurbish Furniture connections and internal wiring approved by the State;
- (e) Lighting except for modular Refurbish Furniture lighting;
- (f) Flooring including raised flooring;
- (g) Lab Refurbish Furniture; and
- (h) Window coverings: blinds, drapes, etc.
- (i) Design and layout plans
- (j) Beds, Mattresses, Frames. Other

2.3.3 Install and DE install Services: Contractor shall perform all installations as requested by the Customer. Installation services shall include the following:

- (a) Installation officially begins once contractor physically arrives on site and has communicated with point of contact. Assembly and installation of all Refurbish furniture and components and the removal of packing and other wastes from the site are considered installation services.
- (b) Any preparation of materials handled offsite shall not constitute a charge to the state. (e.g. receiving, uncrating, inspection).
- (c) Work shall be performed and completed in accordance with a work schedule developed and coordinated with the using agency or point of contact.
- (d) All necessary fasteners, fittings, hardware, anchors, or other necessary miscellaneous items, except tools, to successfully install the Refurbish Furniture shall be provided by the Contractor at no additional cost to the Customer;
- (e) The Contractor shall supervise, direct the work, and be solely responsible for all construction requirements, methods, techniques, sequences and procedures, and for coordinating all portions of the work under the contract;
- (f) The Contractor shall employ a full-time qualified individuals and necessary foremen and assistants, who shall be in attendance on the project site during the entire installation period;



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2.3.4 House Keeping.

- (a) Contractor shall keep the job site free from accumulation of refuse, scrap materials and debris at all times. The site shall present a neat and orderly appearance. All materials shall be removed from the site on a daily basis, including loading, cartage, hauling and dumping. State dumpsters are not to be used for disposal of those materials. This will be at the Contractor's expense. Final clearing and cleanup shall be done promptly and properly. If not, the State shall have the right to employ others and charge the cost to the Contractor, after first giving a three (3) working day notice of such intent. Final payment shall be withheld, until the work area is determined acceptable by the State,
- (b) Office areas are to be returned to the original state as before the installation took place, and
- (c) The Contractor shall take precautions during the installation of any product not to damage the premises or the property of the ordering agency. If damages do occur as a result of operations under this contract, the Contractor is responsible for ensuring that the affected area/item(s) are returned/restored to their original condition or the Contractor shall make restitution, as agreed up on by all parties.
- (d) **Modular Refurbish Furniture Installations specifically:** Contractor shall include one (1) hourly rate for disassembly, moving, and reconfiguration services in connection with systems and free standing Refurbish Furniture installations that are not part of the initial purchase and installation. This rate will serve as the basis for the actual cost estimate to be submitted when a specific requirement is requested by a using agency.
- (e) In the case of reconfiguration projects only the actual working time (in hours) necessary to complete the job shall be invoiced to the Customer.

2.3.5 Delivery. Contractor Shall:

- (a) Delivery is defined as transportation of the refurbished products from a local distribution site to the Customers site. Delivery shall be made by drop shipment or delivery. (Refer to Exhibit B)
- (b) Contractor(s) shall be able to deliver products and services to all State Agencies and Purchasing Cooperative Members throughout the entire State of Arizona. A timetable for delivery shall be provided by the Contractor at time of quote;
- (c) Delivery shall be made within 30 days of receipt of a contract release order/purchase order on items in stock. For specialty order items or items not considered normal stock, extended delivery dates may be allowed. In such cases, the extended delivery date shall be provided at the time of quote;
- (d) Emergency or rush delivery requests by the Ordering Agency that require special shipping and handling charges may be at the Ordering Agency's



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expense, but only with prior written approval from the Ordering Agency. Approved emergency or rush delivery shipping charges shall be added to an invoice as a separate line item.

- (e) In the event an emergency or rush delivery is required as the result of an error on the Contractor's part all shipping and handling charges shall be the responsibility of the Contractor.

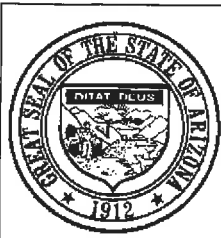
2.3.6 Warranty.

- (a) The Contractor must warrant the Refurbish Furniture products and materials offered under this contract for a minimum of five years contractor must provide the warranty for the products and materials offered in this solicitation as follows:
 - i. Systems Solutions & Modular Refurbish Furniture
 - ii. Seating
 - iii. Free Standing Refurbish Furniture
 - iv. Storage and Case Goods
 - v. Classroom / Special School Refurbish Furniture
- (b) Products (including parts and components) that fail under normal use as a result of a defect in design, materials, workmanship, or installation shall be repaired or replaced free of charge (including labor, delivery, and installation) throughout the warranty period.
- (c) Products that require warranty repair or replacement must be repaired or replaced within a reasonable time frame, or within a time frame that is agreed to in writing. This process is to ensure sufficient lead time for ordering warranty parts, components or products during the entire warranty period.

3.0 Exhibits and Attachments to the Scope of Work Document

■ None

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COMPENSATION DOCUMENT

Section Date: May 10, 2016

1.0 Compensation

1.1 Compensation Method

Contractor will be compensated by the firm, fixed prices(s) indicated on the pricing sheet for satisfactorily carrying out its obligations under the contract. The hourly rate begins officially when the contractor physically arrives onsite and has communicate with the point of contact.

1.1.1 Refurbish cost shall not exceed 50% of replacement cost without prior written approval of the state procurement office.

1.2 Pricing

1.2.1 Pricing--All-Inclusive:

Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

1.2.2 Price Increases:

The SPO may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.

- (a) Initial Contract prices will be honored for one year after award of Contract.
- (b) All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.
- (c) All price adjustments will be implemented by a formal contract change order. State shall determine whether the requested price increase or an alternate option is in the best interest of State.



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1.2.3 Price Reductions:

Price reductions shall be immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period. The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotion requests shall include difference in pricing, begin, and end date of promotion along with the products covered.

1.3 **Additional Charges**

Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract.

1.4 **Travel.**

Contractor shall get written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at <https://gao.az.gov/travel>. The Eligible Agency shall reject any claim for travel reimbursement without prior written approval.

2.0 Invoicing

2.1 **Invoicing (General)**

2.1.1 Minimum Requirements

All billing notices or invoices shall be sent to the Eligible Agency whose address appears on the Contract release order/Purchase Order as the 'bill to address' and should contain, at a minimum, the following information.

- (a) Bill to Name and Address
- (b) Vendor Name, Remit to Address and Contact Information
- (c) Contract Number
- (d) Purchase Order Number
- (e) Invoice Number and Date
- (f) Date the items were shipped to the Eligible Agency
- (g) Payment Terms
- (h) Contract Line Item Number
- (i) Contract Line Item Description or Item or Service

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- (j) Quantity Delivered
- (k) Line Item Unit of Measure
- (l) Itemized Pricing
- (m) Extended Pricing
- (n) Catalog or Other Discount (if applicable)
- (o) Applicable taxes as a separate line item
- (p) Applicable Shipping/Freight Charges as a separate line item
- (q) Total Invoice Amount Due

2.1.2 Invoicing Problems

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

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the Eligible Agency or State for late or finance charges.

2.1.3 Correctness of Invoices

Contractor shall review and insure that the invoices for Services provided show the correct Contractor name prior to sending them for payment.

State will not make payments to any Entity, Group, or individual other than 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 Contractor for correction. If Contractor Name and FEI Number change, Contractor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. State must indicate consent on the form. A written Contract Amendment must be signed by both parties and must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

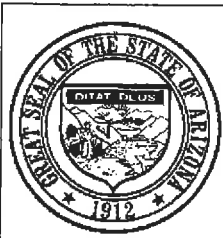
3.0 Payments

3.1 Payment Deadline

State to process payment for the purchase of product or service within thirty (30) calendar days after acceptance and receipt of an undisputed invoice.

3.2 Acceptance.

Determination of the acceptability of goods and Services shall be made by the sole judgment of State. Unless otherwise stated in the Contract, acceptance shall be in writing. Acceptance



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criteria shall be compliance with the requirements of the Scope of Work, Terms and Conditions of the Contract, and Contractor's proposal. Contractor deficiencies relating to the stated acceptance and performance criteria of both Services and products under the Contract shall result in a delay for payment and shall be corrected by Contractor at Contractor's expense. Payment shall not be made until all nonconformance issues are corrected to the satisfaction of State and in accordance to the requirements of the Contract and an undisputed invoice has been received by the Eligible Agency.

3.3 Payment Method

The State may Contract payments through Automated Clearing House (ACH). In order to receive payments in this manner, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after Contract award. A copy of this form can be obtained at the Arizona General Accounting Office (GAO) website at:

<https://gao.az.gov/afis/vendor-information>

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SPECIAL TERMS AND CONDITIONS

Section Date: May 10, 2016

1.0 Definition of Terms

No changes to the Uniform Terms and Conditions.

2.0 Contract Interpretation

No changes to the Uniform Terms and Conditions.

3.0 Contract Administration and Operation

3.1 Records

No changes to the Uniform Terms and Conditions.

3.2 Non-Discrimination

No changes to the Uniform Terms and Conditions.

3.3 Access to Electronic and Information Technology

No changes to the Uniform Terms and Conditions.

3.4 Facilities Inspection and Materials Testing

No changes to the Uniform Terms and Conditions.

3.5 Notices

3.5.1 Notices to Contractor

Supplemental to Uniform Terms and Conditions paragraph 3.4, unless otherwise in the Contract, the Contractor's primary contact for general contract administration shall be the contact information contained in the corresponding ProcureAZ vendor profile.

3.5.2 Notices to The State

No changes to the Uniform Terms and Conditions.

3.6 Procurement Officer

3.6.1 State

- (a) The State's primary contact for this solicitation and resultant contracts shall be the Procurement Officer assigned to the contract and listed in ProcureAZ.



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- (b) Following award, the Contractor shall contact the Procurement Officer assigned to the contract for guidance or direction in matters of contract interpretation or problems regarding the terms, conditions or scope of the contract.
- (c) Only the Procurement Officer or their authorized designee is authorized to change or amend the specific terms, conditions, or provisions of the contract.

3.6.2 Contractor

- (a) The Contractor's primary contact shall be the contact information contained in the ProcureAZ vendor profile or as stated in the submitted Offer and Acceptance of this solicitation.
- (b) Changes to the primary contact shall be made in writing to the contract assigned Procurement Officer within thirty (30) days of change.

3.7 Advertising, Publishing and Promotion of Contract

No changes to the Uniform Terms and Conditions.

3.8 E-Verify Requirements

No changes to the Uniform Terms and Conditions.

3.9 Offshore Performance of Secure or Sensitive Work Prohibited

No changes to the Uniform Terms and Conditions.

3.10 Purchase Orders

3.10.1 Eligible Agencies (State Wide):

This Contract is for all state of Arizona agencies and its Co-Op

3.10.2 Purchase Order Sufficiency

This contract was awarded in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for competitive source selection have been met. A contract release order/purchase order, initiated in accordance with the requirements contained herein, that cites the correct Arizona contract number is the only document required for an Eligible Agency to order and the Contractor to deliver the material and /or service.

3.10.3 Non Contract Items:

Any attempt to knowingly represent any material and/or service not specifically awarded, as being under contract with the State of Arizona 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.



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3.10.4 Accuracy of Work.

The Contractor shall be responsible for the accuracy of the work and shall promptly make all necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation. Acceptance of the work by the State will not relieve the Contractor of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities.

3.10.5 Non-Exclusive Contract.

This Contract has been awarded with the understanding and agreement that it is for the sole convenience of the State. The State reserves the right to obtain like goods or services from another source when necessary without penalty.

3.11 **Term of Contract**



The Contract term will commence on the date indicated on the signed Offer and Acceptance Form and continue for a period of one (1) year unless canceled, terminated, or extended as provided herein. The State has no obligation to extend or renew the Contract past the initial term.

3.12 **Contract Extensions**



The initial Contract term may be extended in increments of one or more months, at the State's option, with the maximum aggregate Contract term including extensions not to exceed five (5) years. Any extension must be effected by a bilateral change order or Contract Amendment.

3.13 **Contractor Licenses**

Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor under this contract.

3.14 **Contractor Personnel**

3.14.1 Number and Qualifications

Contractor shall provide an adequate number of appropriately qualified and authorized individuals dedicated to the successful performance of the Contract. Contractor shall at a minimum, designate those specific Key Personnel required by the State along with all other Key Personnel who will support Contractor's performance of the services described herein. Contractor shall maintain a list of all such Key Personnel and their respective information and keep this list and the State updated in this regard throughout the Term of the Contract. Should the actions or inactions of Contractor's Key Personnel delay, compromise, aggravate or otherwise prove to be disharmonious to the Contractor's successful performance of the required Services, at the State's reasonable request Contractor shall replace or reassign such Key Personnel. Any replacement Key Personnel shall be of comparable knowledge, skills, and abilities as the previous Key Personnel. All replacement Key Personnel shall be presented to the State for review and approval.



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3.14.2 Adequacy

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 shall provide mentally alert, physically fit, and qualified individuals to all key positions under this Contract to ensure contracted materials and services are provided according to the requirements of this Contract and sound business practices.

3.14.3 State May Instruct Removal

During the course of this Contract, Contractor maintains the right to determine the assignment of its employees in order to perform contract requirements. The Contractor shall not remove personnel essential to performance of this Contract without prior notice to the State. The State reserves the right to require the Contractor to remove from the Contract any Key Personnel found unacceptable by the State including but not limited to employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interests of the State. The Contractor shall replace any Key Personnel removed under this Contract with personnel of similar or higher qualifications, experience, and capabilities required by this Contract.

3.14.4 Compliance with Rules

Contractor's and Subcontractor's personnel shall comply with all applicable statutes, administrative rules, regulations, policies, practices and general operating procedures of an Eligible Agency while providing goods and services under the Contract on the Eligible Agency's grounds or in its facilities. This includes but is not limited to any additional security requirements above and beyond that stated elsewhere in this Contract.

3.15 **Protection of Facilities and Grounds.**

The Contractor shall provide the goods and/or services under this Contract in such a manner that does not result in damage to State and Eligible Agency facilities, grounds, landscaping, utilities, or structures. In the event that damage does occur during the performance of this Contract, the Contractor shall repair or replace any damage caused by the Contractor at its own expense. Should the Contractor fail or refuse to make proper repairs or replacements, the Contractor shall be liable for the cost thereof which may be deducted from unpaid invoices or by any other means provided by law.

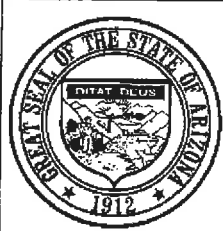
4.0 **Costs and Payments**

4.1 **Payments**

Refer to the Compensation Document for pricing, invoicing, and payments provisions.

4.2 **Applicable Taxes**

Refer to the Compensation Document for pricing, invoicing, and payments provisions.



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4.3 Availability of Funds

No changes to the Uniform Terms and Conditions.

5.0 Contract Changes

5.1 Change Orders / Amendments

No changes to the Uniform Terms and Conditions.

5.2 Subcontracts

Supplemental to the Uniform Terms and Conditions, Section 5.2, Subcontracts, Contractor shall not enter into any Subcontract under this Contract, for the performance of services under this Contract, without the advance written approval of the Procurement Officer:

1. The contractor shall submit a formal written request on company letterhead, Proposed Subcontractors, or a document containing the information requested in Attachment 2 Offeror Questionnaire.
2. With the request, Contractor shall certify that all Subcontracts incorporate by reference the terms and conditions of this Contract.
3. The issuance of subcontracts shall not relieve Contractor of any of its obligations under the Contract, including, among other things, the obligation to properly supervise and coordinate the work of subcontractors performing for the Contractor under this Contract.
4. Nothing contained in any subcontract shall create a contractual relationship between any subcontractor and the State.

5.3 Assignment and Delegation

No changes to the Uniform Terms and Conditions.

6.0 Risk and Liability

6.1 Risk of Loss

No changes to the Uniform Terms and Conditions.

6.2 Indemnification

6.2.1 Contractor / Vendor Indemnification (Not Public Agency).

No changes to the Uniform Terms and Conditions.

6.2.2 Public Agency Language Only.

No changes to the Uniform Terms and Conditions.



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6.2.3 Indemnification.

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

6.3 **Force Majeure**

No changes to the Uniform Terms and Conditions.

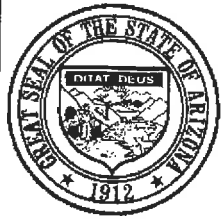
6.4 **Third Party Antitrust Violations**

No changes to the Uniform Terms and Conditions.

6.5 **Insurance**

6.5.1 Insurance Requirements:

- 6.5.1 (a) Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.
- 6.5.1 (b) 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



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contract by the Contractor, its agents, representatives, employees, or subcontractors, and Contractor is free to purchase additional insurance.

6.5.2 Minimum Scope and Limits of Insurance:

Contractor shall provide coverage with limits of liability not less than those stated below.

6.5.2 (a) Commercial General Liability (CGL) – Occurrence Form

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability \$1,000,000
(Written and Oral)
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.5.2 (b) Business Automobile Liability

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

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

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.



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- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.5.2 (c) Workers' 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, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

6.5.2 (d) Professional Liability (Errors and Omissions Liability)

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

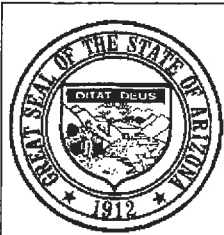
- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended 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.

6.5.3 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 6.5.3 (a) The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried



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by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

6.5.3 (b) Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

6.5.4 Notice of Cancellation:

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

6.5.5 Acceptability of Insurers:

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

6.5.6 Verification of Coverage:

- 6.5.6 (a) Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.
- 6.5.6 (b) All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- 6.5.6 (c) Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 6.5.6 (d) All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.



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6.5.7 Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

6.5.8 Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

6.5.9 Exceptions:

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

7.0 Warranties

7.1 Liens

No changes to the Uniform Terms and Conditions

7.2 Conformity to Requirements

7.2.1 Guarantees and Warranties.

Unless otherwise specified in the Scope of Work Document, Contractor warrants that for 5 (five) years after delivery and acceptance to State, the materials provided under the Contract will: (i) conform to the requirements of this contract and any subsequent amendments/change orders, including without limitation all descriptions, specifications, and drawings identified in the Scope of Work Document and any written affirmations of Contractor included as part of the Contract; (ii) be free from defects in material and workmanship; (iii) conform to or perform in a manner consistent with current industry standards; and (iv) be fit for their intended purpose or use as described in the Contract.

- (a) Delivery alone does not constitute acceptance by State; where testing and acceptance of the materials cannot be done until after installation, the warranty will begin upon that acceptance.
- (b) Where the Scope of Work Document includes a detailed design specification and the same or equivalent is incorporated in the Contract, Contractor



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warrants that the materials provide all functionality material to the agreed upon and intended use as stated within the Contract.; this warranty does not extend to any materials that are: (i) modified or altered by anyone not authorized by Contractor; (ii) maintained in a way inconsistent to manufacturer's recommendations; or (iii) operated in a manner not within its intended use or environment.

(c) Unless otherwise stated in the Contract, the warranties in this section are not affected by State's inspection, testing, or payment.

7.2.2 Acceptance of Goods

Goods delivered will be subject to a complete inspection by the purchasing entity. Acceptance criteria shall include, but is not limited to, conformity to the specifications, workmanship, quality, and materials. The Contractor shall be responsible for the transport of the material to and from the delivery point of any items not in compliance with the requirements of the Contract. Product returned for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted.

7.2.3 Services Performance

7.2.3 (a) If Contractor fails to complete any deliverable, then Contractor shall:

- i. Promptly perform a root-cause analysis to identify the cause of such failure;
- ii. Use commercially reasonable efforts to correct such failure and to begin meeting the requirements as promptly as practicable;
- iii. Provide the Eligible Agency with a report detailing the cause of, and procedure for correcting, such failure; and
- iv. If appropriate under the circumstances, take action to avoid such failure in the future.

7.2.3 (b) In the event of the Contractor's failure to perform required services or meet agreed upon service levels or other Contractor service standards as required by this Contract, the Contractor shall perform an analysis of the cause of the service level problem and implement remediation steps as appropriate. The Eligible Agency shall have the right to review the analysis and approve the remediation steps prior to or subsequent to their implementation.

7.2.4 Safety Standards

Products supplied under this Contract shall comply with all current applicable safety standards and regulations including the Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

7.2.4 (a) **TERMINATION FOR CAUSE.** Upon the State's knowledge of a material breach by Contractor of the terms of this Addendum, the State shall:



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- i. Provide an opportunity for Contractor to cure the breach or end the violation and terminate if Contractor does not cure the breach or end the violation within the time specified by the State;
- ii. Immediately terminate the Contract if Contractor has breached a material term of the Contract and cure is not possible; and
- iii. If neither termination nor cure is feasible, the State shall report the violation to DHHS.

7.2.4 (b) ASSISTANCE UPON TERMINATION. When the Contract Term ends or in the event the Contract is terminated with or without cause, the Contractor, whenever determined appropriate by the State, shall assist the State in the transition of services to other Contractors or the State. Such assistance and coordination shall include but not be limited to the forwarding of Contract works, electronic files, and other records to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all performance under this Contract, to include management/administrative services, until the transition of services is complete and all other requirements of this Contract are satisfied.

7.2.5 Pandemic Contractual Performance.

7.2.5 (a) The Contractor shall have a plan that illustrates how the Contractor shall perform contractual requirements in the event of a pandemic. At a minimum, the plan shall include key succession and performance planning in the event of sudden significant decrease in Contractor's workforce; alternative methods to ensure there are products in the supply chain; and a current organizational chart and contact list.

7.2.5 (b) In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the following shall apply:

- i. The State may temporarily void the Contract(s) in whole or specific sections if the Contractor cannot perform contractual requirements
- ii. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; and
- iii. The State may, at its sole discretion, reinstate the voided contracts or sections of contracts when the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform.
- iv. The State, at any time, may request to see a copy of the written plan from the Contractor. The contractor shall produce the written plan within 72 hours of the request.



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7.2.6 Lobbying

The Contractor shall not engage in lobbying activities, as defined in 40 CFR part 34 and ARS §41-1231, et seq., using monies awarded under this Contract. Upon award of this Contract, the Contractor shall disclose all lobbying activities to the State to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The Contractor shall implement and maintain adequate controls to assure that monies awarded under this Contract shall not be used for lobbying. All proposed Subcontractors shall be subject to the same lobbying provisions stated above. The Contractor shall include anti-lobbying provisions in all Contracts with Subcontractors.

7.2.7 Financial Soundness

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

7.3 **Contractor Personnel**

No changes to the Uniform Terms and Conditions.

7.4 **Intellectual Property Violations**

No changes to the Uniform Terms and Conditions.

7.5 **Compliance with Applicable Laws**

No changes to the Uniform Terms and Conditions.

7.6 **Survival of Warranties**

No changes to the Uniform Terms and Conditions.

8.0 State's Contractual Remedies

8.1 **Right to Assurance**

No changes to the Uniform Terms and Conditions.

8.2 **Stop Work Order**

No changes to the Uniform Terms and Conditions.



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8.3 Non-exclusive Remedies

No changes to the Uniform Terms and Conditions.

8.4 Nonconforming Tender

No changes to the Uniform Terms and Conditions.

8.5 Right of Offset

No changes to the Uniform Terms and Conditions.

8.6 Specific Remedies

Unless otherwise specified elsewhere in the Contract, State's remedy for breach of warranty under 7.2.1 above include any of the following, election of which being at State's discretion: (i) re-performance; (ii) repair; (iii) replacement; or (iv) refund of any amounts paid by the State for the nonconforming material or service plus payment of State's additional, documented, and reasonable cost to procure materials or services equivalent in function, capability, and performance at that first called for. If none of the forgoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, the State reserves the right to seek any remedy available to it under law.

9.0 Contract Termination

9.1 Cancellation for Conflict of Interest

No changes to the Uniform Terms and Conditions.

9.2 Gratuities

No changes to the Uniform Terms and Conditions.

9.3 Suspension or Debarment

No changes to the Uniform Terms and Conditions.

9.4 Termination for Convenience

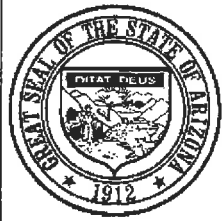
No changes to the Uniform Terms and Conditions.

9.5 Termination for Default

Further to 9.5 of the Uniform Terms and Conditions, violation by the Contractor, any subcontractors, or their respective employees or agents, of the prohibition against possession of weapons on state property under A.R.S. § 13-1502 will be a material breach of the Contract and grounds for termination for default.

9.6 Continuation of Performance through Termination

No changes to the Uniform Terms and Conditions.



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10.0 Contract Claims

No changes to the Uniform Terms and Conditions.

11.0 Comments Welcome

No changes to the Uniform Terms and Conditions.

12.0 Exhibits to the Special Terms and Conditions

- NONE

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UNIFORM TERMS AND CONDITIONS

Version: 10.1 (May 10, 2016)

1.0 Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1 Accepted Offer

“Accepted Offer” means the Offer, any amended Offer and any Best and Final Offers.

1.2 Attachment

“Attachment” means any item that: (a) the Solicitation required Offeror to submit as part of the Offer; (b) was attached to the Offer when submitted; and (c) was attached, with or without modification from the initial submission, as the case may be, to the Accepted Offer following acceptance by the State.

1.3 Contract

“Contract” means the combination of the Solicitation, the Accepted Offer, and any Contract Amendments.

1.4 Contract Amendment

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

1.5 Contractor

“Contractor” means the Person identified on the signed Offer and Acceptance Form who has entered into the Contract with the State.

1.6 Days

“Days” means calendar days unless otherwise specified.

1.7 Exhibit

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

1.8 Gratuity

“Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.



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1.9 Materials

"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.

1.10 Procurement Officer

"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.

1.11 Services

"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.

1.12 Solicitation

"Solicitation" means the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, the Scope of Work Document, as applicable, any Specifications, the Compensation Document, and any Solicitation Amendments.

1.13 Subcontract

"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.

1.14 State

"State" means the State of Arizona and Department or Agency of the State that executes the Contract.

1.15 State Fiscal Year

"State Fiscal Year" means the period beginning with July 1 and ending June 30.

2.0 Contract Interpretation

2.1 Arizona Law

This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of Arizona including 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 without consideration of conflict laws principles.



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2.2 Implied Contract Terms

Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence

In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

1. the Special Terms and Conditions;
2. any Exhibits to the Special Terms and Conditions
3. the Uniform Terms and Conditions;
4. the Scope of Work Document;
5. any Exhibits to the Scope of Work Document;
6. the Compensation Document;
7. any Exhibits to the Compensation Document;
8. any Specifications;
9. any other documents referenced or included in the Solicitation; and
10. the Offer.

NOTE: The Scope of Work Document may be labeled or referred to in other Contract documents as the "Statement of Work" or "Scope of Work," but for purposes of applying the foregoing order of precedence, those alternate titles are to be construed as being synonymous with "Scope of Work Documents" wherever they might occur.

2.4 Independent Contractor

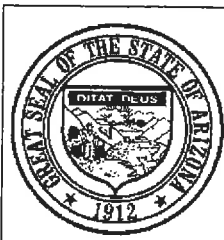
The Contractor is an independent contractor and shall act in an independent capacity in performance of this Contract. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability

Any term or condition deemed illegal or invalid shall be stricken from the Contract and shall not affect any other term or condition of the Contract.

2.6 Complete Integration

This Contract, including any documents incorporated by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to this Contract.



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2.7 Waiver of Rights

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 and shall not prevent enforcement of any term and condition.

3.0 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 such records shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Contract. Such records shall also be required to be produced at a designated State office if requested. For the purpose of this paragraph, reasonable times shall be during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

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 Facilities Inspection and Materials Testing

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.4 Notices

3.4.1 Notices to Contractor.

Unless otherwise stated in this Contract, notices required to be sent to the Contractor shall be sent to the person indicated on the Offer and Acceptance form submitted by the Contractor.

3.4.2 Notices to the State.

Unless otherwise stated in this Contract, notices to the State required by the Contract shall be made by the Contractor to the "buyer" indicated within the Contract in the State's e-procurement system, ProcureAZ. The respective person to whom notice shall be given may be updated by written notice to the other party. Amendment to the Contract shall not be necessary for this change.



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3.5 Advertising, Publishing and Promotion of Contract

The Contractor shall not advertise, promote, or otherwise use information concerning this Contract for commercial benefit without the prior written approval of the Procurement Officer.

3.6 Ownership of Intellectual Property

Unless otherwise stated in the Special Terms and Conditions or Scope of work, the State shall have "Government Purpose Rights" to work product. Government Purpose Rights shall be defined as the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide rights to use, modify, reproduce, release, perform, display, sublicense, disclose, and create derivatives from the work product without restriction for any activity in which the State is a party. "Government Purpose Rights" also includes the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use modify, release, create derivative works from the work product for any State Government Purpose. Recipients may include U.S. Federal Government, and other state and local governments. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for commercial purposes or authorize others to do so.

3.7 E-Verify Requirements

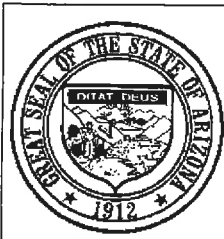
In accordance with A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all Federal immigration laws and regulations relating to the immigration status of their employees. The State retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Contract to ensure that the contractor or subcontractor is in compliance with paragraph 3.8. Should the State determine that the contractor and/or any subcontractors are 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.

3.8 Offshore Performance of Work Prohibited

Any services that are described in the specifications or scope of work that directly serve the State 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.

3.9 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 of this Contract, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders executed but not fully performed and satisfied prior to the expiration or termination of this Contract.



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4.0 Costs and Payments

4.1 Payments

Payments shall comply with A.R.S. Titles 35 and 41. Payment for goods and services supplied by under this Contract shall be made in full within thirty days after receipt of goods or services and a complete and accurate invoice for payment has been received by the State. In order to receive payment from the State, the Contractor shall be registered in the State's e-procurement system, Procure AZ, and have a current IRS W9 Form on file with the State, unless not required by law.

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.

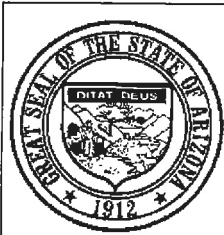
The State is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification.

Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.4 Availability of Funds

In accordance with ARS § 35-154, every payment obligation of the State under the Contract is conditioned upon the availability of funds appropriated for payment of such obligation. If funds are not appropriated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available or at the State's option, may allow appropriate amendment to the contract. 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 or for any damages as a result of termination under this paragraph.



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5.0 Contract Changes

5.1 Change Orders / 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 Change Order / Amendment within the general scope of the Contract. Changes to the Contract, directed by a person who is not specifically authorized by the procurement officer or made unilaterally by the Contractor are void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts

5.2.1 Approval Required

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 submit a formal, written request on Contractor's company letterhead, signed by an authorized representative of the Contractor, and containing the following information:

- (a) The subcontractor's name, address, phone number, e-mail, and primary point of contact.
- (b) The certifications required of the subcontractor (if any).
- (c) The subcontractor's small business status (if applicable).
- (d) The type of goods and/or services to be provided by the subcontractor.
- (e) The amount of time or effort (as a percent of total Contract performance) that the subcontractor will perform in relation to total performance of the Contract's requirements.
- (f) The quality assurance measures that the Contractor will use to monitor the subcontractor's performance.

5.2.2 Additional Information

The State reserves the right to request additional information deemed necessary about any proposed subcontractor. 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.



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6.0 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. 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).

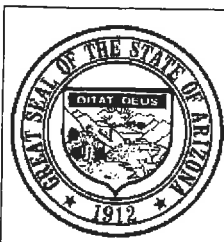
To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State, and its departments, agencies, boards, commissions, universities as defined by this Contract, and their respective officers, agents, and employees from any and all liabilities, damages, losses, investigative and other related costs, including reasonable attorney fees and court costs due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of contractor or any of its affiliates, agents, volunteers, subcontractors, or any other persons employed or used by the contractor in the performance of the Contract or subcontract. The State, its departments, agencies, boards, and commissions shall be 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."

6.2.3 Indemnification – Patent and Copyright.

With respect solely to Materials provided or proposed by Contractor or Contractor's agents, employees, or subcontractors (each a "Contractor Party") for performance of this Contract, Contractor shall indemnify, defend and hold harmless the State, against any third-party claims for liability, costs and expenses, including but not limited to reasonable attorneys' fees for infringement or violation of any patent, trademark, copyright or trade secret by any product or service provided or proposed by Contractor in performance of this Contract. If the Contractor is a public agency, this paragraph shall not apply.



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6.2.4 Limitation of Liability

State's and Contractor's respective liability arising from or related to the Contract will be limited to the greater of \$1,000,000 (one million dollars) or three times the purchase price of the specific equipment, software, or services giving rise to the claim, except in the case of a party's gross negligence or willful misconduct. For the purposes of this section, purchase price will mean the total aggregate price of the contract or if multiple purchase orders will be issued under the Contract (e.g. if it is an Arizona statewide contract), purchase price will mean the total price of the purchase order for the product or services that gave rise to the loss so that Contractor will have a separate limitation of liability for each purchase order under the Contract. This section applies to direct, indirect, incidental, special, punitive, and consequential damages relating to the products or services provided under the Contract, regardless of the legal theory under which such liability is asserted. The limitations of liability in this section will not apply to: (i) any liability arising from Contractor's non-compliance with any applicable statute, rule, regulation or order of the United States or the State of Arizona it relates to the Contract; (ii) any liability for infringement of third party intellectual property rights; (iii) claims covered by any specific provision of the Contract calling for indemnification for third party claims against State for death, bodily injury to persons, or damage to real or personal property; (iv) Contractor's negligence or willful misconduct; (v) claims covered by any provision of the Contract calling for liquidated damages or other amounts (including but not limited to, performance requirements; or (vi) costs or attorneys' fees that State is entitled to recover as prevailing party in any action.

6.3 Force Majeure

6.3.1 Performance Excused

Except for payment of sums due, neither party shall be liable to the other or deemed in default if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the party. Examples of Force Majeure include but shall not be limited to:

- (a) Acts of God or of the public enemy, and
- (b) Acts of the federal or State government in either its sovereign or contractual capacity.

6.3.2 Notice and Effect

The delayed party shall notify the other party as soon as is practicable and shall specify the causes of such delay. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party when commencement of performance will take place. For the purposes of 6.4 below, both parties shall have all rights and remedies available under law.



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6.4 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.

7.0 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 Conformity to Requirements

Unless otherwise expressly provided in this Contract, for one year after delivery and acceptance to the State, the materials and services provided under this Contract shall: conform to the requirements of this Contract and any subsequent amendments/change orders (including without limitation: all descriptions, specifications, and drawings identified in the Scope of Work, and any written affirmations of the Contractor included as part of the Contract), be free from defects in material and workmanship, conform to or perform in a manner consistent with current industry standards, and be fit for their intended purpose or use as described under the Contract. Delivery alone does not constitute acceptance by the State. Where testing and acceptance of the materials cannot be done until after installation, the warranty shall begin upon acceptance.

7.3 Contractor Personnel

Contractor, Contractor's employees, and authorized subcontractors shall perform services under this Contract in a professional manner with the requisite skills and knowledge, consistent with industry standards and in accordance with the requirements as stated in the Contract. All Contractor key personnel shall maintain any certifications relevant to the services provided under this Contract and shall provide evidence of such certification upon request.

7.4 Intellectual Property Violations

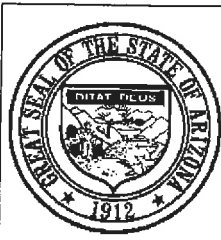
The materials and services supplied under this Contract do not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property law.

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 Warranties

All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination of this Contract.



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8.0 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 require the Contractor give a written assurance of intent to perform within a reasonable time. Failure by the Contractor to provide written assurance within the time specified may be the basis for terminating the Contract or any other remedy available by law or provided by the Contract.

8.2 Stop Work Order

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. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs associated with the work covered by the order during the period of work stoppage. If Contractor incurs losses, the Contractor must make a claim in accordance to Paragraph 10 of the Uniform Terms and Conditions of this Contract.

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 any portion of the materials or services which do not fully comply constitutes a breach of contract. The State reserves all rights to pursue any remedy available under this Contract or applicable law.

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.

9.0 Contract Termination

9.1 Termination for Conflict of Interest

Pursuant to A.R.S. § 38-511, the State may terminate 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 an employee or agent of any other party to this Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract. The termination shall be effective when the Contractor receives written notice of the termination unless the notice specifies a later time. If a political subdivision or agency of the



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State is a party to this Contract, it may also terminate 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, the administration of the Contract, or any favorable treatment concerning the Contract or performance of the Contract. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment

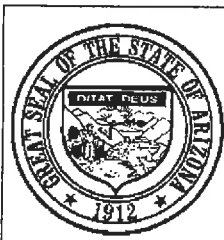
The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience

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

9.5 Termination for Default

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. 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. 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.



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9.6 Continuation of Performance

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.

10.0 Contract Claims

10.1 Claims Resolution

Notwithstanding any law to the contrary, 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, including judicial review under A.R.S. § 12-1518.

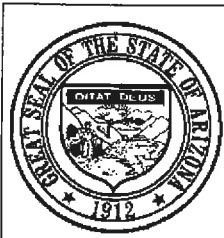
10.2 Arbitration

In a judicial review proceeding, the parties agree to comply with any applicable, mandatory arbitration requirements, in compliance with A.R.S. § 12-1518.

11.0 Comments Welcome

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

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SPECIAL INSTRUCTIONS TO OFFERORS

Section Date: May 10, 2016

1.0 Definitions

No changes to the Uniform Instructions to Offerors.

2.0 Inquiries

Supplemental to clause 2.3 of the Uniform Instructions, all questions related to the content of this Request for Proposal shall be submitted via the Q & A function within the solicitation in ProcureAZ. Inquiries received less than 72 hours prior to the bid opening date are not guaranteed to be answered before the offer due date and time. Only official solicitation amendments issued by the State Procurement Office through ProcureAZ shall constitute a change to the solicitation requirements. Technical inquiries about submitting your offer in ProcureAZ should be submitted to the ProcureAZ Help Desk by phone at (602) 542-7600, option 1, or by email at procure@azdoa.gov

3.0 Offer Preparation

No changes to the Uniform Instructions to Offerors.

4.0 Submission of Offer

4.1 ProcureAZ

Offers in response to this solicitation shall be submitted within the State's eProcurement system, ProcureAZ (<https://procure.az.gov>). Please be advised that utilizing ProcureAZ requires a certain level of technical competency that should be considered when selecting staff to work in the system. The successful submission of your offer in ProcureAZ is critical in order for the State to receive and evaluate your offer. Therefore, particular focus should be placed on the selection of staff given the responsibility for submitting your offer in ProcureAZ. Offers shall be received before the date/time listed in the solicitation's 'Bid Opening Date' field. Offers submitted outside PROCUREAZ, or those that are received after the date/time stated in the 'Bid Opening Date' field, shall be rejected.

4.2 Content of Proposal

4.2.1 Required Documents

The submitted proposal shall include the following documents. Failure to submit all documents below according to instructions may have a negative impact on the evaluated score or result in the offer being determined non-responsive and therefore not susceptible for award.



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- (a) Attachment 1 – Signed Offer Form
- (b) Attachment 2 - Offeror Questionnaire
- (c) Attachment 3 –Not Used in this Solicitation
- (d) Attachment 4 – Pricing Document
- (e) Attachment 4-A – Performance Guarantees
- (f) Attachment 5-A – Proposed Designation of Confidential Information
- (g) Attachment 5-B – Conformance Statements
- (h) Attachment 5-C – Offer Checklist

4.2.2 Pre-Printed Documents

Any pre-printed documents required by this solicitation are located within this document and shall be completed in the format provided and according to any instructions contained within the document or elsewhere in these instructions. Offerors shall download all pre-printed documents, save the completed document to their computer, and upload completed documents as part of their submitted offer in ProcureAZ. Excessive marketing attachments that are not requested in the documents listed below are discouraged.

4.2.3 Submission of Pricing

Offeror shall submit pricing according to any narrative line items in ProcureAZ and the instructions contained in Attachment 4. Failure to submit pricing according to these instructions may negatively affect the scoring of the proposal or may result in a determination of a non-responsive offer.

5.0 Evaluation

5.1 Opening

Supplemental to Uniform Instructions to Offerors paragraph 4.6, offers received by the due date and time will be opened online and the name of each Offeror will be publically available. Offers will not be subject to public inspection until after contract award.

5.2 Evaluation Criteria

In accordance with A.A.C. R2-7-C316 offers will be evaluated based on the following evaluation criteria: (1) Workmanship and Quality; (2) Cost (3) Experience and expertise; and (4) method of approach, listed in their relative order of importance.

5.3 Cost is an Essential Consideration

Regardless of the relative order assigned to cost, it is an essential consideration in every award the State makes. The State's intent is always to obtain the best pricing available and strives to make its evaluations be a straightforward comparison of best value between the responsible and responsive proposals.



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5.4 Clarifications

In accordance with A.A.C. R2-7-C313, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of providing a greater understanding of the offer. Clarifications shall not otherwise afford the Offerors the opportunity to alter or make a material change in its offer.

5.5 Negotiations

As provided by A.A.C. R2-7-C314, negotiations may be conducted with Offerors determined to be reasonably susceptible for award. The State shall request best and final offers from any Offeror with whom negotiations have been conducted. Award may be made without negotiations, therefore, offers shall be submitted complete and on most favorable terms.

5.6 Responsibility, Responsiveness, and Susceptibility

In accordance with A.R.S. § 41-2534(G), A.A.C. R2-7-C311, A.A.C. R2-7-C312, and R2-7-C316, the State shall consider, at a minimum, the following criteria when determining Offeror's responsibility, as well, as the proposal's responsiveness and susceptibility for contract award:

1. Whether the Offeror has had a contract within the last 5 (five) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;
2. Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;
3. Whether the Offeror is legally qualified to contract with the State and the Offeror's financial, business, personnel, or other resources, including subcontractors; This includes if the vendor or key personnel have 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;
4. Whether the Offeror promptly supplied all requested information concerning its responsibility;
5. Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, acknowledged Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
6. Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation including its Amendments and all documents incorporated by reference;



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7. Whether the Offer limits the rights of the State;
8. Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State necessary for successful Contract performance. The State shall be the sole determiner as to the reasonableness of a condition;
9. Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
10. Whether the Offeror provides misleading or inaccurate information.

5.7 Financial Stability

The Offeror must be financially stable and able to substantiate the financial stability of its company. The State reserves the right to request additional documentation from the Offeror and to request reports on financial stability from independent financial rating services. If requested, current financial statements or other financial information deemed appropriate, must be provided within 5 (five) business days of request. The State reserves the right to reject any offer which does not demonstrate financial stability sufficient for the scope of this contract award.

6.0 Award

6.1 Best Advantage to State

In accordance with A.A.C. R2-7-C317, the contract(s) shall be awarded to the responsible Offeror whose offer is determined to be most advantageous to the state based on the evaluation factors set forth in this solicitation.

6.2 Contract Document Consolidation

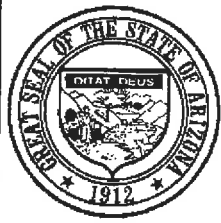
At its sole option, following any contract award(s) the State may consolidate the resulting contract documents. Examples of such consolidation would include: (1) reorganizing solicitation documents and those components of the Contractor's Offer not pertaining to the Contract's operation; or (2) excluding any components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.

6.3 Notice to Proceed

Contractors shall commence with the performance of the Contract upon receipt of a notice to proceed issued by the Procurement Officer or other authorized representatives as set forth in the Contract. Prior to receiving this notice, Contractors shall not commence any billable activities in the performance of the Contract.

6.4 Evidence of Insurance Coverage

Prior to commencing services under any awarded Contract, successful contractors shall provide and maintain during the entire term of an awarded Contract, a certificate of insurance indicating the coverages stated in the Special Terms and Conditions of this Solicitation.



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7.0 Protests

No changes to the Uniform Instructions to Offerors.

8.0 Comments Welcome

No changes to the Uniform Instructions to Offerors.

9.0 Exhibits to the Special Instructions

None

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Request for Proposal

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UNIFORM INSTRUCTIONS TO OFFERORS

Version: 01 (May 10, 2016)

1.0 Definition of Terms

As used in these Instructions, the terms listed below are defined as follows:

1.1 Attachment

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

1.2 Best and Final Offer

"Best and Final Offer" means a revision to an Offer submitted after negotiations are completed that contains the Offeror's most favorable terms for price, service, and products to be delivered. Sometimes referred to as a Final Revision.

1.3 Contract

"Contract" means the combination of the Solicitation, including the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer, any Clarifications, and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.4 Contract Amendment

"Contract Amendment" means a written document signed by the Procurement Officer issued for the purpose of making changes in the Contract.

1.5 Contractor

"Contractor" means any person who has a Contract with a state governmental unit.

1.6 Day

"Day" means calendar days unless otherwise specified.

1.7 E-Procurement

"EProcurement (Electronic Procurement)" means conducting all or some of the procurement function over the Internet. Point, click, buy, and ship Internet technology is replacing paper-based procurement and supply management business processes. Elements of eProcurement also include Request for Proposals, Request for Proposals, and Request for Quotations.

1.8 Exhibit

"Exhibit" means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.



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1.9 Offer

"Offer" means a response to a Solicitation.

1.10 Offeror

"Offeror" means a person who responds to a Solicitation.

1.11 Person

"Person" means any corporation, business, individual, union, committee, club, or other organization or group of individuals.

1.12 Procurement Officer

"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.

1.13 Solicitation

"Solicitation" means a Request for Proposals ("IFB"), a Request for Technical Offers, a Request for Proposals ("RFP"), a Request for Quotations ("RFQ"), or any other invitation or request issued by the purchasing agency to invite a person to submit an offer.

1.14 Solicitation Amendment

"Solicitation Amendment" means a change to the Solicitation issued by the Procurement Officer.

1.15 Subcontract

"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.

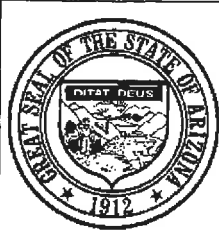
1.16 State

"State" means the State of Arizona and Department or Agency of the State that executes the Contract.

2.0 Inquiries

2.1 Duty to Examine

It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an 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.



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2.2 Solicitation Contact Person

Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Procurement Officer.

2.3 Submission of Inquiries

All inquiries related to the Solicitation are required to be submitted in the State's eProcurement system. All responses to inquiries will be answered in the State's eProcurement system. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number. Offerors are prohibited from contacting any state employee other than the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.

2.4 Timeliness

Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

2.5 No Right to Rely on Verbal or Electronic Mail Responses

An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.

2.6 Solicitation Amendments

The Solicitation shall only be modified by a Solicitation Amendment.

2.7 Pre-Offer Conference

If a pre-Offer conference has been scheduled under the Solicitation, the date, time and location shall appear in the State's eProcurement system. Offerors should raise any questions about the Solicitation 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 Solicitation Amendment.

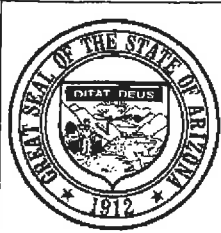
2.8 Persons with Disabilities

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.

3.0 Offer Preparation

3.1 Electronic Documents

The Solicitation is provided in an electronic format. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State's eProcurement system. Any unidentified alteration or modification to any



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Solicitation, attachments, exhibits, forms, charts, or illustrations contained herein shall be null and void. Offeror's electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .doc and .docx (Microsoft Word), .xls and .xlsx (Microsoft Excel), .ppt and .pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat). Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.

3.2 Evidence of Intent to be bound

The Offer and Acceptance form within the Solicitation shall be submitted with the Offer in the State's eProcurement system and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as a signature, shall result in rejection of the Offer.

3.3 Exceptions to RFP Documents

3.3.1 Exceptions to the Terms and Conditions.

All exceptions included with the Offer shall be submitted in the State's eProcurement system in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.

3.3.2 Exceptions to Other Solicitation Documents

An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

3.3.3 Exceptions Affect Evaluation

All exceptions that are contained in the Offer may negatively impact an Offeror's susceptibility for award. An Offer that takes exception to any material requirement of the solicitation may be rejected.

3.4 Subcontracts

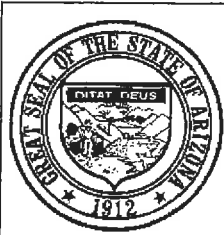
Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

3.5 Cost of Offer Preparation

The State will not reimburse any Offeror the cost of responding to a Solicitation.

3.6 Federal Excise Tax

The State is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.



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3.7 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.

3.8 Employee Identification

Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this Contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

3.9 Identification of Taxes in Offer

The State is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the Solicitation. When applicable, the tax rate and amount shall be identified on the price sheet.

3.10 Disclosure

If the 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 set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

3.11 Delivery

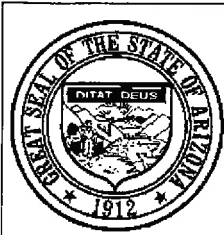
Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

3.12 Federal Immigration and Nationality Act

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

3.13 Offshore Performance of Secure or Sensitive Work Prohibited

Any services that are described in the specifications or scope of work that directly serve the State or its clients and involve access to secure or sensitive data or personal client data shall be



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performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the Offer.

4.0 Submission of Offer

4.1 Offer Submission, Due Date and Time

Offerors responding to a Solicitation must submit the Offer electronically through the State's eProcurement system. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of the State's eProcurement system or those that are received after the due date and time shall be rejected.

4.2 Offer and Acceptance

Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted in the State's eProcurement system with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.

4.3 Solicitation Amendments

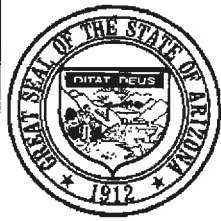
A Solicitation Amendment shall be acknowledged in the State's eProcurement system no later than the Offer due date and time. Failure to acknowledge a Solicitation Amendment may result in rejection of the Offer.

4.4 Offer Amendment or Withdrawal

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

4.5 Confidential Information

If an Offeror believes that any portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information, the Offeror shall clearly designate the trade secret and other proprietary information, using the term "confidential." An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. The Procurement Officer shall review all requests for confidentiality and provide a written determination. Until a written determination is made, a Procurement Officer shall not disclose information designated as confidential except to those individuals deemed to have a legitimate State interest. In the event the Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the State Procurement Administrator within the time specified in the written determination. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.



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4.6 Public Record

All Offers submitted and opened are public records and must be retained by the State for six years. Offers shall be open and available to public inspection through the State's eProcurement system after Contract award, except for such Offers deemed to be confidential by the State.

4.7 Non-collusion, Employment, and Services

By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that: (1) Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and (2) Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable federal, state, and local laws and executive orders regarding employment.

5.0 Evaluation

5.1 Unit Price Prevails

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

5.2 Taxes

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

5.3 Prompt Payment Discount

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

5.4 Late Offers

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

5.5 Disqualifications

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

5.6 Offer Acceptance Period

An Offeror submitting an Offer under the Solicitation shall hold its Offer open for the number of days from the Offer due date 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.



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5.7 Waiver and Rejection Rights

Notwithstanding any other provision of the Solicitation, the State reserves the right to: (1) waive any minor informality; (2) reject any or all offers or portions thereof; or (3) cancel the Solicitation.

6.0 Award

6.1 Number of Types of Awards

The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State.

6.2 Contract Inception

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

6.3 Effective Date

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

7.0 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 the 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 Procurement Officer makes the procurement file available for public inspection. Any such protest shall include:

1. The name, address, email address and telephone number of the interested party;
2. The signature of the interested party or its representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.

 The seal of the State of Arizona, featuring a central figure holding a bow and arrow, surrounded by the text "GREAT SEAL OF THE STATE OF ARIZONA" and "1912".	<p style="text-align: center;">Request for Proposal</p> <p style="text-align: center;">Solicitation No. ADSP016-00006442</p> <p style="text-align: center;">Description: Refurbish Furniture and Services and Services</p>	<p style="text-align: center;">Arizona Department of Administration State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007</p>
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8.0 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.

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

EXHIBIT B
Scope of Work

PROJECT

In accordance with the terms and conditions of this Agreement and the State of Arizona Contract No. ADSPO17-150080, the City is retaining Goodmans Inc. to provide services to refurbish furniture city-wide on an as-needed basis.

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

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

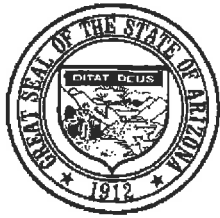
Method and amount of compensation is in accordance with Section 3 of this agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$100,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay Contractor compensation in accordance with the rates as set forth in the State of Arizona Contract, No. 1ADSP017-150080, to provide services to refurbish furniture city-wide on an as-needed basis.



Attachments

Solicitation No.
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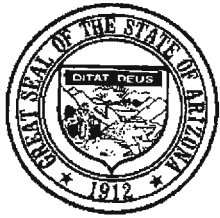
Description:
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Attachment 4-A

Modular Refurbishment For Existing State Furniture		
Resize height/width of panel	Height: \$ <u>75</u>	Width: \$ <u>110</u>
Resize work surface/re-edgeband	\$ <u>55</u> (includes new edgeband)	
Recover tack boards, flipperdoors	\$ <u>59.78</u>	
Recover panels*	One side: \$ <u>138</u>	Both sides: \$ <u>241</u>
Wood refinishing	Quoted per item	
Power to non-power panels	Quoted per panel \$ <u>58.56</u>	

** Includes all required materials or component to complete refurbishment*



Attachments

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Attachment 4-B

PRICE PROPOSAL REGIONAL DELIVERY SERVICE

Region 1 Delivery Flat Fee \$ 600

Region 2 Delivery Flat Fee \$ 450

Region 3 Delivery Flat Fee \$ 300

Region 4 Delivery Flat Fee \$ 0

Region 5 Delivery Flat Fee \$ 400

Region 6 Delivery Flat Fee \$ 175

Region 7 Delivery Flat Fee \$ 75

Region 1 Drop Ship Flat Fee \$ 600

Region 2 Drop Ship Flat Fee \$ 450

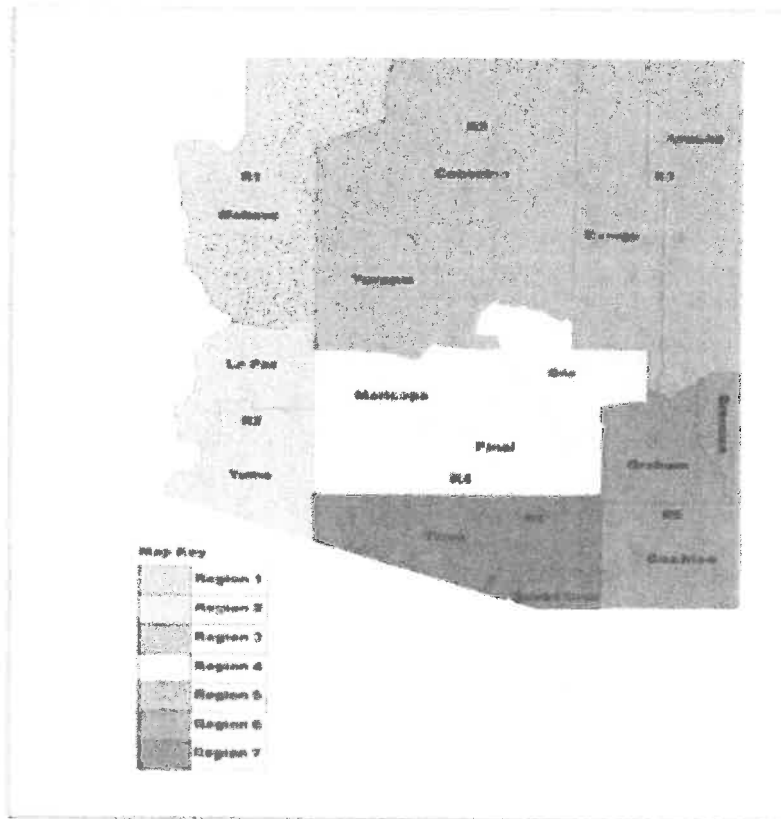
Region 3 Drop Ship Flat Fee \$ 300

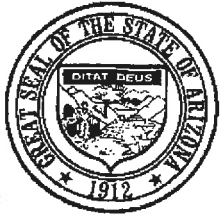
Region 4 Drop Ship Flat Fee \$ 0

Region 5 Drop Ship Flat Fee \$ 400

Region 6 Drop Ship Flat Fee \$ 175

Region 7 Drop Ship Flat Fee \$ 75





Attachments

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Attachment 4-C

Hourly Rates	Hourly Rates
Installation Services	\$38 (normal business hours)
Disassembly/Relocation/Reconfiguration Services	\$38 (normal business hours)
Repair Services	\$38 (normal business hours)



Attachments

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Attachment 4-D

PRICE PROPOSAL STANDARD WORKSTATION (8' X 8')

Manufacturer Herman Miller AO2

Please fill this out per each manufacture you provide refurbishment

Components	Required Qty's	Unit Price
Fabric Tack board 12H x 48W		
Tasklight 48W		
Duplex Outlet Line 1		
Duplex Outlet Line 2		
Duplex Outlet Line 4 Dedicated		
18" Electrical Jumper (Panel to Panel)		
2 Way 90 Degree Base Raceway Shroud		
Hard Surface Panel Powered 50H x 48W		
Hard Surface Panel Powered 66H x 48W		
Hard Surface Panel Non Powered 50 H x 48W		
End of Run Base Raceway Shroud		
Type C Flipper Unit Solid Face 48W		
Lateral File L Series Sq. Front 2 Drawer 30" (no top)		
Pedestal Box, Box File 24D		
Linear End Shelf 48" W Divi		
Key Alike Kit (3 Cores)		
Rectangular 2mm Edge 24D x 24W (2mm Grade A)		
Rectilinear Corner 2mm Edge 24D x 48W (2mm Grade A)		
Standard End Panel 24" (2mm Grade A) (Flat Plate)		
Side/Support Rear Bracket Right		
Regular Cantilever Left Hand 24D		
Shared Cantilever 24D		
Other (Specify)		
Grand Total		\$ 1,944.06

See next page for
list of accurate
parts and pricing



Attachment 4-D

Price Proposal Standard Workstation (8' x 8') - Herman Miller AO2

Stacey Huld
 Account Manager
 p 602.512.0615
 c 602.300.2771
 shuld@goodmans.info

Item	Part Description	Qty	Unit Price	Ext Unit Price
1	+Panel,Fabric Pwr 4-Circ W/Com Pt Lc 47H 24W	2	\$ 115.00	\$ 230.00
2	+Panel,Fabric Pwr 4-Circ W/Com Pt Lc 47H 48W	1	\$ 151.25	\$ 151.25
3	+Panel,Fabric Npwr W/Rcp Com Pt Lc 47H 48W	1	\$ 110.00	\$ 110.00
4	+Panel,Fabric Pwr 4-Circ W/Com Pt Lc 67H 48W	2	\$ 175.00	\$ 350.00
5	+Draw Rod 42H	2	\$ 5.23	\$ 10.46
6	+Draw Rod 62H	1	\$ 5.78	\$ 5.78
7	+Conn,2-Way 90 Deg Hard 47H	1	\$ 32.50	\$ 32.50
8	+Conn,2-Way 90 Deg Hard 67H	1	\$ 39.05	\$ 39.05
9	+Fin End 47H	1	\$ 15.00	\$ 15.00
10	+Fin End,Chg-Of-Ht,Panel/Conn	1	\$ 6.25	\$ 6.25
11	+15 Amp Receptacle 4 Circuit, Duplex, Circuit A	1	\$ 6.25	\$ 6.25
12	+15 Amp Receptacle 4 Circuit, Duplex, Circuit B	1	\$ 6.25	\$ 6.25
13	+15 Amp Receptacle 4 Circuit, Duplex, Circuit D isolated ground	1	\$ 6.25	\$ 6.25
14	+Work Surf,Sq-Edge Rect Lam 24D 24W	1	\$ 45.63	\$ 45.63
15	+Work Surf,Sq-Edge Rect Lam 24D 48W	2	\$ 76.88	\$ 153.76
16	+Work Surf,Sq-Edge Cor Lam 24D 48W	1	\$ 146.88	\$ 146.88
17	+Support Panel,Wk Surf,End Lam 24D	2	\$ 56.25	\$ 112.50
18	+Shelf,Storage/Display B-Style 13D 48W	1	\$ 46.25	\$ 46.25
19	+Flip Dr Unit,B-Style Fab,W/Lock 13D 48W 15-1/2H	1	\$ 107.50	\$ 107.50
20	+Task Light,E.E.,No Dim,AO/Etho/Canvas,Canada 48W	1	\$ 50.00	\$ 50.00
21	+Tackboard,B-Style 16H 48W	1	\$ 31.25	\$ 31.25
22	+Ped W-Pull,Freestd 20D B/B/F	1	\$ 131.25	\$ 131.25
23	+Lat File,W-Pull Freestd 2 Dwr 30W	1	\$ 150.00	\$ 150.00
	Grand Total			\$ 1,944.06



Attachments

Solicitation No.
ADSP016-00006442

Description:
Refurbish Furniture and Services

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

PRICE PROPOSAL STANDARD WORKSTATION (6' X 8')

Manufacturer Herman Miller AO2

Please fill this out per each manufacture you provide refurbishment

Fabric Tackboard 15H x 36W		
Tasklight - 36W		
Duplex Outlet – Line 1		
Duplex Outlet - Line 4 - Dedicated		
Hard Surface Panel - Powered - 66H x 36W		
Hard Surface Panel – Non Powered 50H x 36W		
Post Filler 2 – Way 50" H		
Post Filler 3 – Way 66"H		
Post Filler 4 - Way 66" H		
End of Run Base Raceway Shroud		
Type C Flipper Unit Solid Face – 36W		
Lateral File L Series Sq. Front 2 Drawer 30" (no top)		
Pedestal Box File 24D		
Pedestal File, File 24D		
Rectangular 2mm Edge 24D x36W (2mm Grade A)		
Rectangular 2mm Edge 24D x 60W (2mm Grade A)		
Tack board		
Flat Plate		
Side/Support Rear Bracket – Left		
Shared Cantilever Single 24D		
Shared Cantilever Pair 24D		
Other (Specify)		
Grand Total		\$ 1,751.85

See next page for
list of accurate
parts and pricing

Item	Part Description	Qty	Unit Price	Ext Unit Price
1	+Panel,Fabric Npwr 47H 24W	1	\$ 86.25	\$ 86.25
2	+Panel,Fabric Npwr 47H 36W	3	\$ 103.75	\$ 311.25
3	+Panel,Fabric Pwr 4-Circ W/Com Pt Lc 67H 36W	2	\$ 153.75	\$ 307.50
4	+Draw Rod 42H	2	\$ 5.23	\$ 10.46
5	+Draw Rod 62H	1	\$ 5.78	\$ 5.78
6	+Conn,2-Way 90 Deg Hard 47H	1	\$ 32.50	\$ 32.50
7	+Conn,2-Way 90 Deg Hard 67H	1	\$ 39.05	\$ 39.05
8	+Fin End 47H	1	\$ 15.00	\$ 15.00
9	+Fin End,Chg-Of-Ht,Panel/Conn	1	\$ 6.25	\$ 6.25
10	+15 Amp Receptacle 4 Circuit, Duplex, Circuit A	1	\$ 6.25	\$ 6.25
11	+15 Amp Receptacle 4 Circuit, Duplex, Circuit D isolated ground	1	\$ 6.25	\$ 6.25
12	+Work Surf,Sq-Edge Rect Lam 24D 36W	1	\$ 66.56	\$ 66.56
13	+Work Surf,Sq-Edge Rect Lam 24D 60W	1	\$ 95.00	\$ 95.00
14	+Work Surf,Sq-Edge Cor Lam 24D 36W	1	\$ 101.25	\$ 101.25
15	+Support Panel,Wk Surf,End Lam 24D	1	\$ 56.25	\$ 56.25
16	+Shelf,Storage/Display B-Style 13D 36W	1	\$ 41.25	\$ 41.25
17	+Flip Dr Unit,B-Style Fab,W/Lock 13D 36W 15-1/2H	1	\$ 90.00	\$ 90.00
18	+Tackboard,B-Style 16H 36W	1	\$ 31.25	\$ 31.25
19	+Task Light,E.E.,No Dim,AO/Etho/Canvas,Canada 36W	1	\$ 31.25	\$ 31.25
20	+Ped W-Pull,Freestd 20D B/B/F	1	\$ 131.25	\$ 131.25
21	+Ped W-Pull,Freestd 20D F/F	1	\$ 131.25	\$ 131.25
22	+Lat File,W-Pull Freestd 2 Dwr 30W	1	\$ 150.00	\$ 150.00
Grand Total				\$ 1,751.85



Attachments

Solicitation No.
ADSP016-00006442

Description:
Refurbish Furniture and Services

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

PRICE PROPOSAL STANDARD WORKSTATION (8' X 12')

Manufacturer Herman Miller AO2

Please fill this out per each manufacture you provide refurbishment

Components	Required Qty's	Unit Price
Fabric Tackboard 15H x 48W		
Tasklight 48W		
Duplex Outlet Line 1		
Duplex Outlet Line 2		
Duplex Outlet Line 4 Dedicated		
67" Electrical Jumper (Panel to Panel)		
Hard Surface Panel Powered 50H x 48W		
Hard Surface Panel Powered 66H x 48W		
Hard Surface Panel Non Powered 66H x 48W		
Post Filer 2 way 50" H		
Post Filer 3 way 66" H		
End of Run Base Raceway Shroud		
Type C Flipper Unit Solid Face 48W		
Lateral File L Series Sq. Front 2 Drawer 42" (no top)		
Pedestal Box, Box File 24D		
Mid Height Shelf Unit 48W		
Key Alike Kit (2 Cores) Wesko Type		
Rectangular 2mm Edge 24D x 48W		
Rectilinear Corner RH 2mm Edge 24 x 48W x 72W (2 mm Grade A)		
Rectilinear Corner LH 2mm Edge 24 x 48W x 72W (2mm Grade A)		
Standard End Panel 24"		
Flat Plate		
Side Support Rear Bracket Right		
Regular Cantilever Left Hand 24D		
Regular Cantilever Right Hand 24D		
Other (Specify)		
Grand Total		\$ 3,337.49

See next page for
list of accurate
parts and pricing

Item	Part Description	Qty	Unit Price	Ext Unit Price
1	+Panel,Fabric Pwr 4-Circ W/Com Pt Lc 47H 24W	4	\$ 115.00	\$ 460.00
2	+Panel,Fabric Pwr 4-Circ W/Com Pt Lc 47H 48W	2	\$ 151.25	\$ 302.50
3	+Panel,Fabric Npwr W/Rcp Com Pt Lc 47H 48W	2	\$ 115.00	\$ 230.00
4	+Panel,Fabric Pwr 4-Circ W/Com Pt Lc 67H 48W	3	\$ 175.00	\$ 525.00
5	+Draw Rod 42H	4	\$ 5.23	\$ 20.92
6	+Draw Rod 62H	2	\$ 5.78	\$ 11.56
7	+Conn,2-Way 90 Deg Hard 47H	2	\$ 32.50	\$ 65.00
8	+Conn,2-Way 90 Deg Hard 67H	2	\$ 39.05	\$ 78.10
9	+Fin End 47H	2	\$ 15.00	\$ 30.00
10	+Fin End,Chg-Of-Ht,Panel/Conn	2	\$ 6.25	\$ 12.50
11	+15 Amp Receptacle 4 Circuit, Duplex, Circuit A	2	\$ 6.25	\$ 12.50
12	+15 Amp Receptacle 4 Circuit, Duplex, Circuit B	2	\$ 6.25	\$ 12.50
13	+15 Amp Receptacle 4 Circuit, Duplex, Circuit D isolated ground	2	\$ 6.25	\$ 12.50
14	+Work Surf,Sq-Edge Rect Lam 24D 24W	2	\$ 45.63	\$ 91.26
15	+Work Surf,Sq-Edge Rect Lam 24D 48W	3	\$ 76.88	\$ 230.64
16	+Work Surf,Sq-Edge Cor Lam 24D 48W	2	\$ 146.88	\$ 293.76
17	+Support Panel,Wk Surf,End Lam 24D	2	\$ 56.25	\$ 112.50
18	+Shelf,Storage/Display B-Style 13D 48W	1	\$ 46.25	\$ 46.25
19	+Flip Dr Unit,B-Style Fab,W/Lock 13D 48W 15-1/2H	2	\$ 107.50	\$ 215.00
20	+Tackboard,B-Style 16H 48W	2	\$ 31.25	\$ 62.50
21	+Task Light,E.E.,No Dim,AO/Etho/Canvas,Canada 48W	2	\$ 50.00	\$ 100.00
22	+Ped W-Pull,Freestd 20D B/B/F	2	\$ 131.25	\$ 262.50
23	+Lat File,W-Pull Freestd 2 Dwr Raised Hgt 42W	1	\$ 150.00	\$ 150.00
Grand Total				\$ 3,337.49



Attachments

Solicitation No.
ADSP016-00006442

Description:
Refurbish Furniture and Services

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

Attachment 4-D

PRICE PROPOSAL STANDARD WORKSTATION (8' X 8')

Manufacturer GF

Please fill this out per each manufacture you provide refurbishment

Components	Required Qty's	Unit Price
Fabric Tack board 12H x 48W	See next page for list of accurate parts and pricing	
Tasklight 48W		
Duplex Outlet Line 1		
Duplex Outlet Line 2		
Duplex Outlet Line 4 Dedicated		
18" Electrical Jumper (Panel to Panel)		
2 Way 90 Degree Base Raceway Shroud		
Hard Surface Panel Powered 50H x 48W		
Hard Surface Panel Powered 66H x 48W		
Hard Surface Panel Non Powered 50 H x 48W		
End of Run Base Raceway Shroud		
Type C Flipper Unit Solid Face 48W		
Lateral File L Series Sq. Front 2 Drawer 30" (no top)		
Pedestal Box, Box File 24D		
Linear End Shelf 48" W Divi		
Key Alike Kit (3 Cores)		
Rectangular 2mm Edge 24D x 24W (2mm Grade A)		
Rectilinear Corner 2mm Edge 24D x 48W (2mm Grade A)		
Standard End Panel 24" (2mm Grade A) (Flat Plate)		
Side/Support Rear Bracket Right		
Regular Cantilever Left Hand 24D		
Shared Cantilever 24D		
Other (Specify)		
Grand Total		\$ 3,724.40

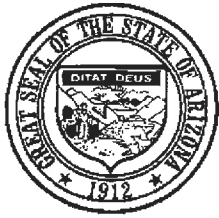
Item	Part Description	Qty	Unit Price	Ext Unit Price
1	Acoustical Fabric Panel 48W x 51H	3	\$ 242.91	\$ 728.73
2	Acoustical Fabric Panel 48W x 66H	2	\$ 269.59	\$ 539.18
3	Round Post 51H	2	\$ 21.62	\$ 43.24
4	Finished End Cap 51H	1	\$ 26.01	\$ 26.01
5	Round Post 66H	1	\$ 25.00	\$ 25.00
6	Finished End Cap 66H	1	\$ 30.41	\$ 30.41
7	Transitional Post 51/66H	1	\$ 43.58	\$ 43.58
8	Post Base Raceway Cover Straight	4	\$ 5.74	\$ 22.96
9	Post Base Raceway Cover 90° Outside	2	\$ 5.74	\$ 11.48
10	Panel Distribution Harness for 48W Panels	4	\$ 71.62	\$ 286.48
11	Duplex Receptacle, Black, 15 AMP, Circuit I	3	\$ 8.78	\$ 26.34
12	Duplex Receptacle, Black, 15 AMP, Circuit II	3	\$ 8.78	\$ 26.34
13	Duplex Receptacle, Black, 15 AMP, Circuit IV	1	\$ 8.78	\$ 8.78
14	Input Side Mount	1	\$ 57.43	\$ 57.43
15	Fluorescent Tasklight 32-1/4W	1	\$ 76.35	\$ 76.35
16	Tackboard 16H x 48W	2	\$ 57.09	\$ 114.18
17	Open Half Shelf 48W	1	\$ 53.04	\$ 53.04
18	Open High Shelf 48W	1	\$ 62.16	\$ 62.16
19	Laminate Front Flipper Door 48W	1	\$ 112.84	\$ 112.84
20	Box/Box/File Pedestal	1	\$ 216.55	\$ 216.55
21	2-Drawer Lateral File	1	\$ 215.20	\$ 215.20
22	Universal Worksurface End Panel	1	\$ 150.27	\$ 150.27
23	Keyed Alike Lock Cores	3	\$ 10.14	\$ 30.42
24	Rectilinear Laminate Worksurface w/o Supports, 24D x 48W	2	\$ 152.97	\$ 305.94
25	Rectilinear Laminate Worksurface w/o Supports 24D x 24W	1	\$ 117.84	\$ 117.84

Attachment 4-D

Price Proposal Standard Workstation (8' x 8') - GF

Stacey Huld
 Account Manager
 p 602.512.0615
 c 602.300.2771
 shuld@goodmans.info

Item	Part Description	Qty	Unit Price	Ext Unit Price
26	Corner Laminate Worksurface w/o Supports 48W x 24D	1	\$ 238.92	\$ 238.92
27	Cantilever Support 24D, Left	3	\$ 23.31	\$ 69.93
28	Cantilever Support 24D, Right	3	\$ 23.31	\$ 69.93
29	Support Bracket	1	\$ 10.14	\$ 10.14
30	Flat Brackets	1	\$ 4.73	\$ 4.73
	Grand Total			\$ 3,724.40



Attachments

Solicitation No.
ADSP016-00006442

Description:
Refurbish Furniture and Services

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

PRICE PROPOSAL STANDARD WORKSTATION (6' X 8')

Manufacturer GF

Please fill this out per each manufacture you provide refurbishment

Fabric Tackboard 15H x 36W	
Tasklight - 36W	
Duplex Outlet – Line 1	
Duplex Outlet - Line 4 - Dedicated	
Hard Surface Panel - Powered - 66H x 36W	
Hard Surface Panel – Non Powered 50H x 36W	
Post Filler 2 – Way 50” H	
Post Filler 3 – Way 66”H	
Post Filler 4 - Way 66” H	
End of Run Base Raceway Shroud	
Type C Flipper Unit Solid Face – 36W	
Lateral File L Series Sq. Front 2 Drawer 30” (no top)	
Pedestal Box File 24D	
Pedestal File, File 24D	
Rectangular 2mm Edge 24D x36W (2mm Grade A)	
Rectangular 2mm Edge 24D x 60W (2mm Grade A)	
Tack board	
Flat Plate	
Side/Support Rear Bracket – Left	
Shared Cantilever Single 24D	
Shared Cantilever Pair 24D	
Other (Specify)	
Grand Total	\$ 3,502.89

See next page for
list of accurate
parts and pricing

Item	Part Description	Qty	Unit Price	Ext Unit Price
1	Acoustical Fabric Panel 36W x 51H	2	\$ 217.57	\$ 435.14
2	Acoustical Fabric Panel 60W x 51H	1	\$ 272.64	\$ 272.64
3	Acoustical Fabric Panel 36W x 66H	2	\$ 235.14	\$ 470.28
4	Round Post 51H	2	\$ 21.62	\$ 43.24
5	Finished End Cap 51H	1	\$ 26.01	\$ 26.01
6	Round Post 66H	1	\$ 25.00	\$ 25.00
7	Finished End Cap 66H	1	\$ 30.41	\$ 30.41
8	Transitional Post 51/66H	1	\$ 43.58	\$ 43.58
9	Post Base Raceway Cover Straight	4	\$ 5.74	\$ 22.96
10	Post Base Raceway Cover 90° outside	2	\$ 5.74	\$ 11.48
11	Panel Distribution Harness for 48W Panels	4	\$ 71.62	\$ 286.48
12	Duplex Receptacle, Black, 15 AMP, Circuit I	3	\$ 8.78	\$ 26.34
13	Duplex Receptacle, Black, 15 AMP, Circuit IV	1	\$ 8.78	\$ 8.78
14	Inside Side Mount	1	\$ 57.43	\$ 57.43
15	Fluorescent Tasklight., 20-1/4W	1	\$ 73.99	\$ 73.99
16	Tackboard 16W x 48W	2	\$ 51.01	\$ 102.02
17	Open Half Shelf 36W	1	\$ 50.68	\$ 50.68
18	Open High Shelf 36W	1	\$ 54.73	\$ 54.73
19	Laminate Front Flipper Door 36W	1	\$ 104.73	\$ 104.73
20	Box/Box/File Pedestal	1	\$ 216.55	\$ 216.55
21	File/File Pedestal	1	\$ 216.55	\$ 216.55
22	2-Drawer Lateral File	1	\$ 215.20	\$ 215.20
23	Keyed Alike Lock Cores	4	\$ 10.14	\$ 40.56
24	Rectilinear Laminate Worksurface w/o Supports 24D x 36W	1	\$ 139.46	\$ 139.46
25	Rectilinear Laminate Worksurface w/o Supports 24D x 60W	1	\$ 189.73	\$ 189.73

Attachment 4-D

Price Proposal Standard Workstation (6' x 8') - GF

Stacey Huld
 Account Manager
 p 602.512.0615
 c 602.300.2771
 shuld@goodmans.info

Item	Part Description	Qty	Unit Price	Ext Unit Price
26	Corner Laminate Worksurface w/o Supports 36W x 24D	1	\$ 179.46	\$ 179.46
27	Cantilever Support, 24D, Left	3	\$ 23.31	\$ 69.93
28	Cantilever Support, 24D, Right	3	\$ 23.31	\$ 69.93
29	Support Bracket	1	\$ 10.14	\$ 10.14
30	Flat Bracket	2	\$ 4.73	\$ 9.46
	Grand Total			\$ 3,502.89



Attachments

Solicitation No.
ADSP016-00006442

Description:
Refurbish Furniture and Services

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

PRICE PROPOSAL STANDARD WORKSTATION (8' X 12')

Manufacturer GF

Please fill this out per each manufacture you provide refurbishment

Components	Required Qty's	Unit Price
Fabric Tackboard 15H x 48W		
Tasklight 48W		
Duplex Outlet Line 1		
Duplex Outlet Line 2		
Duplex Outlet Line 4 Dedicated		
67" Electrical Jumper (Panel to Panel)		
Hard Surface Panel Powered 50H x 48W		
Hard Surface Panel Powered 66H x 48W		
Hard Surface Panel Non Powered 66H x 48W		
Post Filer 2 way 50" H		
Post Filer 3 way 66" H		
End of Run Base Raceway Shroud		
Type C Flipper Unit Solid Face 48W		
Lateral File L Series Sq. Front 2 Drawer 42" (no top)		
Pedestal Box, Box File 24D		
Mid Height Shelf Unit 48W		
Key Alike Kit (2 Cores) Wesko Type		
Rectangular 2mm Edge 24D x 48W		
Rectilinear Corner RH 2mm Edge 24 x 48W x 72W		
(2 mm Grade A)		
Rectilinear Corner LH 2mm Edge 24 x 48W x 72W		
(2mm Grade A)		
Standard End Panel 24"		
Flat Plate		
Side Support Rear Bracket Right		
Regular Cantilever Left Hand 24D		
Regular Cantilever Right Hand 24D		
Other (Specify)		
Grand Total		\$ 6,455.86

See next page for
list of accurate
parts and pricing

Price Proposal Standard Workstation (8' x 12') - GF

Item	Part Description	Qty	Unit Price	Ext Unit Price
1	Acoustical Fabric Panel 48W x 51H	6	\$ 242.91	\$ 1,457.46
2	Acoustical Fabric Panel 48W x 66H	3	\$ 269.59	\$ 808.77
3	Round Post 51H	4	\$ 21.62	\$ 86.48
4	Finished End Cap 51H	2	\$ 26.01	\$ 52.02
5	Round Post 66H	2	\$ 25.00	\$ 50.00
6	Transitional Post 51/66H	2	\$ 43.58	\$ 87.16
7	Post Base Raceway Cover Straight	8	\$ 5.74	\$ 45.92
8	Post Base Raceway Cover 90° Outside	4	\$ 5.74	\$ 22.96
9	Panel Distribution Harness for 48W Panels	6	\$ 71.62	\$ 429.72
10	Pass Thru Harness for 48W Panels	1	\$ 33.11	\$ 33.11
11	Duplex Receptacle, Black, 15 AMP, Circuit I	6	\$ 8.78	\$ 52.68
12	Duplex Receptacle, Black, 15 AMP, Circuit II	5	\$ 8.78	\$ 43.90
13	Duplex Receptacle, Black, 15 AMP, Circuit IV	2	\$ 8.78	\$ 17.56
14	Input Side Mount	1	\$ 57.43	\$ 57.43
15	Fluorescent Tasklight 32-1/4W	2	\$ 76.35	\$ 152.70
16	Tackboard 16H x 48W	3	\$ 57.09	\$ 171.27
17	Open Half Shelf 48W	1	\$ 53.04	\$ 53.04
18	Open High Shelf 48W	2	\$ 62.16	\$ 124.32
19	Laminate Front Flipper Door 48W	2	\$ 112.84	\$ 225.68
20	Box/Box/File Pedestal	2	\$ 216.55	\$ 433.10
21	2-Drawer Lateral File 42W	1	\$ 276.35	\$ 276.35
22	Universal Worksurface End Panel	2	\$ 150.27	\$ 300.54
23	Keyed Alike Lock Cores	5	\$ 10.14	\$ 50.70
24	Rectilinear Laminate Worksurface w/o Supports 24D x 48W, panel width	1	\$ 152.97	\$ 152.97
25	Rectilinear Laminate Worksurface w/o Supports 24D x 48W, full width	2	\$ 165.41	\$ 330.82

Item	Part Description	Qty	Unit Price	Ext Unit Price
26	Rectilinear Laminate Worksurface w/o Supports 24D x 24W, panel width	2	\$ 117.84	\$ 235.68
27	Corner Laminate Worksurface w/o Supports 48W x 24D	2	\$ 238.92	\$ 477.84
28	Cantilever Support 24D, Left	4	\$ 23.31	\$ 93.24
29	Cantilever Support, 24D, Right	4	\$ 23.31	\$ 93.24
30	Support Bracket	2	\$ 10.14	\$ 20.28
31	Flat Bracket	4	\$ 4.73	\$ 18.92
	Grand Total			\$ 6,455.86



Legislation Description

File #: 17-175, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH ISS FACILITY SERVICES, INC., TO PROVIDE CUSTODIAL SERVICES AT VARIOUS CITY FACILITIES AND TO RATIFY EXPENSES INCURRED

Staff Contact: Michelle Woytenko, Deputy Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with ISS Facility Services, Inc., to provide custodial services at various city facilities in an amount not to exceed \$221,758 for the full term of the Agreement and to ratify an amount approximate to \$100,000 for services rendered from March 1, 2017 through May 9, 2017. The term of the Agreement is effective until June 30, 2017.

Background

The Custodial Services Division of the Public Works Department is responsible for providing the material and labor for custodial services to 32 city buildings representing 402,004 square feet of interior building space. The Custodian Services Division is currently staffed by four full time city employees, and is augmented with a custodial contractor.

ISS Facility Services, Inc. was awarded a bid by Maricopa County Office of Procurement Services to provide janitorial services. Staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities, in which Glendale is a member. Contract No. Serial 10086 was awarded by Maricopa County on December 15, 2010. The term for this contract ended on February 28, 2017. Maricopa County extended the contract with ISS Facility Services, Inc. through June 30, 2017 to allow the county to solicit new proposals and award a new contract.

On March 22, 2016, the city entered into a Linking Agreement for custodial services with ISS Facility Services, Inc., Contract No. C-10719, in amount not to exceed \$530,000, utilizing Maricopa County Contract No. 10086-RFP for Janitorial Services. The Linking Agreement was effective through February 28, 2017 and has expired.

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

ISS Facility Services, Inc. was selected in 2016 based upon a review of numerous similarly-scoped government contracts and was found to be the lowest cost option that met the city's needs. This Agreement will allow custodial services to continue in city facilities through the end of the Fiscal Year.

Maricopa County has selected two new vendors and is currently awaiting fully executed contracts. Custodial Services expects to return to Council in June with requests to enter into Linking Agreements with the new vendors for the upcoming Fiscal Year.

Previous Related Council Action

On March 22, 2016, Council authorized entering into a linking agreement, Contract No. C-10719, with ISS Facility Services, Inc. for custodial services.

Community Benefit/Public Involvement

Custodial services are necessary to comply with state health codes, for the proper maintenance of care of public facilities, and to ensure Glendale's facilities meet the needs and expectations of the community.

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2016-17 Custodial Services Operating Budget. Expenditures with ISS Facility Services, Inc., are not to exceed \$221,758 for the entire term of the Agreement.

Cost	Fund-Department-Account
\$221,758	1000-13460-518200, Custodial Services, Professional and Contractual

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
ISS FACILITY SERVICES, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (the "City"), and ISS Facility Services, Inc., a Delaware corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On December 15, 2010, under the S.A.V.E. Cooperative Purchasing Agreement, Maricopa County entered into a contract with Contractor to purchase the goods and services described in the Janitorial Services Contract, Contract No. 10086-RFP ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

- 1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was December 15, 2010, until the date the contract expires on June 30, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond June 30, 2017. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until June 30, 2017.
- 2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.
3. Compensation.
- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed two hundred twenty one thousand dollars (\$221,758) for the entire term of the Agreement (initial term plus any renewals).
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.
7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
8. No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Vern Baker
6210 W. Myrtle Avenue, Suite 111

Glendale, Arizona 85301
623-930-2679

and

ISS Facility Services, Inc.
c/o Karon Smedley
1215 W Rio Salado Parkway
Tempe, AZ 85281-2954
602-222-2555

with copy to
ISS Facility Services, Inc.
c/o Legal Department
1019 Central Parkway North, Ste. 100
San Antonio, Texas 78232
legal.department@us.issworld.com

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

“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

ISS Facility Services, Inc.,
a Delaware corporation

By: _____
Kevin R. Phelps
City Manager

By: Karon Smedley - with permission
Name: Karon Smedley
Title: Vice President, West Region
Duce Edles

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

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

EXHIBIT A
Maricopa County Contract No. 10086-RFP
Janitorial Services

SERIAL10086-RFP JANITORIAL SERVICES
Contract – ISS Facility Services


DATE OF LAST REVISION: February 23, 2017 CONTRACT END DATE: June 30, 2017

CONTRACT PERIOD THROUGH ~~FEBRUARY 28~~ JUNE .30, 2014 2015 2016 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for JANITORIAL 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 **December 15, 2010 (Eff. 03/01/11)**.

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.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

SA/ab
Attach

Copy to: Office of Procurement Services
 Don Jeffery, Facilities Management
 Cynthia Robinson, Department of Transportation

(Please remove Serial 06021-RFP from your contract notebooks)



CONTRACT PURSUANT TO RFP

This Contract is entered into this 15th day of December, 2010 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and ISS Facility Services, Inc., a Delaware corporation ("Contractor") for the purchase of janitorial services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 1st day of March 2011 and ending the ~~28 30th~~ day of ~~February~~ **June** ~~2014 2015 2016~~ **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 sixty (60) 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.

The County shall give due consideration for adjustments outside the terms above when so mandated by federal, state or local law or collective bargaining agreement.

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.
- 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 two (2) 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 service or delivery
- Quantity
- Description of service provided
- Pricing per unit of service
- Extended price
- Total Amount Due

3.3.2 Invoices for base contract service shall be submitted by the Contractor to the County department monitoring the services:

3.3.2.1 For PUBLIC WORKS sites:

Maricopa County
Public Works
Accounts Payable
2222 S. 27th Ave.
Phoenix, AZ 85009

3.3.2.2 For FMD sites:

Facilities Management Department
Accounts Payable
401 Jefferson St.
Phoenix, AZ 85003

3.3.2.3 For Assessor sites:

Maricopa County Assessor
301 Jefferson St. #330
Attention: Maxine Thorpe
Phoenix, AZ 85003

3.3.2.4 For Library sites:

Maricopa County Library District
Accounts Payable
2700 Central Ave. Suite 700
Phoenix, AZ 85004-1140

3.3.2.5 For Court and Probation sites:

Deputy Court Administrator
Attention: Hugh Gallagher
125 W. Washington St.
Phoenix, AZ 85003

3.3.3 The Porter Sign-In log must accompany monthly invoice, otherwise, payment may be withheld until the corrected documentation is submitted. All monthly services must be provided first, and then invoiced at the beginning of the next month.

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

3.3.5 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 Award the Contractor shall fill out an EFT Enrollment form located on the

County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/)

3.3.6 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.

3.4 TAX: (SERVICES)

3.4.1 No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.5 TAX: (COMMODITIES)

3.5.1 Tax shall not be levied against labor. Sales/use tax will be determined by County.

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, or as otherwise directed in writing by the Procurement Officer.

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 REQUIREMENTS:

- 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 B++. 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 shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 6.2.8 The policies required hereunder, except Workers' Compensation 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 \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 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

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 \$2,000,000 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 Certificates of Insurance.

6.2.12.1 **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.**

6.2.12.2 **Prior to commencing work or services under this Contract, Contractor shall have insurance in effect 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 be made available to the County upon ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

6.2.12.2.1 **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.**

6.2.12.2.2 **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.**

6.2.13 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

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 INSPECTION OF SERVICES:

- 6.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.
- 6.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 6.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:
 - 6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
 - 6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.
- 6.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:
 - 6.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or
 - 6.4.4.2 Terminate the Contract for default.

6.5 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

6.6 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

6.7 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:

ISS Facility Services, Inc.
Attn: Director of Operations
4811 N. 7th St. Suite 100
Phoenix, AZ 85050

6.8 REQUIREMENTS CONTRACT:

6.8.1 **Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.**

6.8.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.8.3 **Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.**

6.9 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.

6.10 TERMINATION FOR DEFAULT:

6.10.1 The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

6.10.1.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

6.10.1.2 Make progress, so as to endanger performance of this contract; or

6.10.1.3 Perform any of the other provisions of this contract.

6.10.1.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure

~~6.10.2 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.~~

~~6.10.3 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.~~

~~6.10.4 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.~~

~~6.10.5 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.~~

6.11 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

6.12 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.

6.13 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.

6.14 ADDITIONS/DELETIONS OF SERVICE:

6.14.1 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.

6.14.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.15 CONTRACTOR EMPLOYEE MANAGEMENT:

6.15.1 Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Solution. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of proposed candidates with equivalent experience with the Solution. County reserves the right to assist in the selection of the replacement candidate. Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.

6.15.2 Contractor shall not reassign any provided personnel without the express consent of the County.

6.15.3 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.

6.15.4 County reserves the right to request the replacement of Contractor personnel at any time, for any reason. Said requested removal shall not be subject to part 1.8.1 of this section.

6.16 FORCE MAJEURE

6.16.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

- 6.16.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 6.16.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.
- 6.16.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.17 **SUSPENSION OF WORK:**

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.18 **STOP WORK ORDER:**

6.18.1 The Procurement Officer 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 a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. 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. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

6.18.1.1 Cancel the stop-work order; or

6.18.1.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.18.1.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.19 **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 District and the Contractor.

6.20 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.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.21 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.

6.22 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.22.1 **In accordance with section MCI 371 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.**

6.22.2 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.

6.22.3 **If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.**

6.23 ALTERNATIVE DISPUTE RESOLUTION:

6.23.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.23.1.1 Render a decision;

6.23.1.2 Notify the parties that the exhibits are available for retrieval; and

6.23.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.23.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.23.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.24 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.

6.25 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.

6.26 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.

6.27 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.27.1 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.

6.27.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.23.1 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.

~~6.28 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~6.28.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. 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.~~

~~6.28.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County 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.~~

6.29 CONTRACTOR LICENSE REQUIREMENT:

6.29.1 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.

6.29.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.30 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.30.1 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:

6.30.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.30.1.2 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;

6.30.1.3 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

6.30.1.4 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.

6.30.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

6.30.3 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.

6.31 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.

6.32 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

6.33 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.

6.34 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:

6.34.1 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,

6.34.2 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.

6.35 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any or any

other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.36 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.

6.37 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

- 6.37.1 Exhibit A Pricing
- 6.37.2 Exhibit B Scope of Work
- 6.37.3 Exhibit B-1 Site Location and Data
- 6.37.4 Exhibit B-2 Site Inspection Report
- 6.37.5 Exhibit B-3 Porter Sign-In / Sign-Out Log
- 6.37.6 Exhibit B-4 Supplies
- 6.37.7 Exhibit B-5 Sanitary Napkin Machine Locations
- 6.37.8 Exhibit B-6 Exposure Control Program
- 6.37.9 Exhibit B-7 Quality Control Program
- 6.37.10 Exhibit B-8 Hazard Communication Program

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR



AUTHORIZED SIGNATURE

Karon C. Smalley

PRINTED NAME AND TITLE

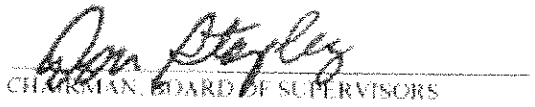
4811 N. 7th St. #100

ADDRESS

12/7/10

DATE

MARICOPA COUNTY

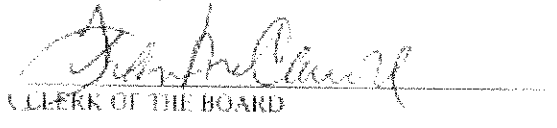


CHAIRMAN, BOARD OF SUPERVISORS

DEC 15 2010

DATE

ATTESTED:



CLERK OF THE BOARD

DEC 15 2010

DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

DEC 15 2010

DATE

**EXHIBIT A
PRICING**

SERIAL 10086-RFP
PRICING SHEET NIGP 91039

ISS Facility Services, Inc.
 4811 N. 7th St., Suite 100 Phoenix, AZ 85050
 602-222-2555
 602-222-2550
 www.us.issworld.com
 Karon Smedley; Kim Jarrett-Kann
 Karon.Smedley@us.issworld.com Kim.kann@us.issworld.com

COMPANY WEB SITE:
COMPANY CONTACT (REP):
E-MAIL ADDRESS (REP):
WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

ACCEPT PROCUREMENT CARD: YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES NO % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

PAYMENT TERMS: NET 30 X

PRICING:
PRICING BASED ON RFP SPECIFICATIONS, AND DATA SUPPLIED IN EXHIBIT 3, SITE LOCATIONS AND DATA
NOTE: FIXED RATE PER SERVICE DAY IS CALCULATED BY COMBINING THE TOTAL COST OF
LABOR AND SUPPLIES, DIVIDED BY THE NUMBER OF SERVICE DAYS

NOTE: SOME SITES HAVE ONLY TILE FLOORS, AND SOME HAVE ONLY CARPET. EACH SITE WILL HAVE BOTH LISTED SHOULD THIS CHANGE DURING THE TERM OF THE CONTRACT.

Labor hours: Respondents are to input the estimated number of custodial and supervisory labor hours for each site they are submitting a price. The labor hours are the total hours needed to clean the facility for one service day. This data to be used for information only.

1.0 PRICING:

AWARD SHALL BE BY BUILDING GROUP(S). THERE ARE FIVE (5) GEOGRAPHICAL GROUPS. RESPONDENTS ARE ENCOURAGED TO SUBMIT PROPOSAL PRICING EITHER IN PART, BY GROUP, OR IN WHOLE, BASED UPON THE FOLLOWING GROUPINGS:

IDENTIFY ("X") THE GROUP(S) BEING PROPOSED:

X GROUP 1: DOWNTOWN COMPLEX

3301; 3303; 3304; 3305; 3307; 3310; 3311; 3315; 3317; * 3318; 3320; 3321; 3325; 3401; 4039; 4040; 4051; 4052; 4053; 4137; 4157; 6202; 6205
 Combined square footage for Group 1: 2,618,793 2,629,704 2,736,993; *2,748,224 (EFF. 07/20/15); *2,760,224 (EFF. 12/09/16)

GROUP 2: DURANGO COMPLEX

1401; 1402; 1404; 1405; 1408; 1409; 1414; 1417; 1501; 1511; 1513; 1702; 1703; 1704; 1715; 1914; 1915; 1917; 1920
 Combined square footage for Group 2: 484,953

GROUP 3: SOUTHEAST MESA COMPLEX

2852; 2853; 2855; 2856; 2860; 2871

GROUP 4: OUTLYING SITES WEST OF I-17

0406; 2006; 2009; 2025; 2029; 2033; 2310; 2316; 2601; 4115; 4121; 4150; 4166; 5719; 7036
 Combined square footage for Group 4: 163,454

GROUP 5: OUTLYING SITES EAST OF I-17

1214; 1217; 2403; 2406; 2801; 2809; 2811; 2814; 2858; 3204; 3801; 3843; 3846; 3853; 3857; 3913; 3933; 3934;
 4602; 4608; 5105; 6605
 Combined square footage for Group 5: 339,447

GROUP 1: DOWNTOWN COMPLEX

YEAR 1

YEAR 2

YEAR 3

3301 Superior Court - West Court Building

Labor for 250 services:

Supplies:

TOTAL:

Fixed rate per service day:

Minimum Number of Labor Hours Daily

	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES
	\$94,129.89	\$ 110,741.04	\$96,012.00	\$ 112,955.86	\$97,932.24	\$ 115,214.97
	/per yr	/per yr	/per yr	/per yr	/per yr	/per yr
	\$25,949.07	Bsame as	\$26,468.05	Bsame as	\$26,997.41	Bsame as
	/per yr	/per yr	/per yr	/per yr	/per yr	/per yr
	\$120,078.96	\$ 136,690.11	122,480.05	\$ 139,423.91	\$ 124,929.65	\$ 142,212.38
	/per yr	/per yr	/per yr	/per yr	/per yr	/per yr
	\$ 480.32	\$ 546.76	\$ 489.92	\$ 557.70	\$ 499.72	\$ 568.85
	/per day	/per day	/per day	/per day	/per day	/per day
	38	/# hrs: 44		/# hrs:		

3303 Superior Court - East Court Building

REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES
Labor for 250 services (Includes 1 - porter):							
\$114,668.79	\$ 134,904.45	\$	116,962.16	\$	137,602.53	\$119,301.40	\$ 140,354.58
Supplies:							
\$31,611.09	Bsame as	\$	\$32,243.31	Bsame as	\$	\$32,888.18	Bsame as
TOTAL:							
\$146,279.88	\$ 166,515.54	\$	149,205.47	\$	169,845.84	\$ 152,189.58	\$ 173,242.76
Fixed rate per service day:							
\$585.12	\$ 666.06	\$	\$ 596.82	\$	\$ 679.38	\$ 608.76	\$ 692.97
Porter hourly rate:							
\$13.75	/per hr	\$	\$14.05	/per hr	\$	\$14.33	/per hr
Trash dolly transport for site #3303 (250 services)							
\$128.75	/per day	\$	\$ 131.33	/per day	\$	\$ 134.00	/per day
Minimum Number of Labor Hours Daily							
54	/# hrs.	63	/# hrs.	54	/# hrs.	63	/# hrs.

3304 Supervisors Auditorium

Labor for 250 services:							
\$3,967.31	\$ 4,667.42	\$	\$4,046.66	\$	\$ 4,760.77	\$ 4,127.59	\$ 4,855.99
Supplies:							
\$1,093.68	Bsame as	\$	\$1,115.55	Bsame as	\$	\$ 1,137.30	Bsame as
TOTAL:							
\$5,060.99	\$ 5,761.10	\$	\$ 5,162.21	\$	\$ 5,876.32	\$ 5,264.89	\$ 5,993.29
Fixed rate per service day:							
\$20.24	\$23.04	\$	\$20.65	\$	\$23.51	\$21.06	\$23.97
Minimum Number of Labor Hours Daily							
1.5	/# hrs.	2	/# hrs.	1.5	/# hrs.	2	/# hrs.

3305 Superior Court - Central Court Building

Labor for 250 services (Includes 2 - porters):							
\$199,639.12	\$ 234,869.55	\$	203,631.90	\$	239,566.94	\$ 207,704.53	\$ 244,358.27
Supplies:							
\$55,035.12	Bsame as	\$	\$56,135.82	Bsame as	\$	\$57,258.54	Bsame as
TOTAL:							
\$254,674.24	\$ 289,904.67	\$	259,767.72	\$	295,702.76	\$ 264,963.07	\$ 301,616.81
Fixed rate per service day:							
\$1,018.70	\$ 1,159.62	\$	\$ 1,039.07	\$	\$ 1,182.81	\$ 1,059.85	\$ 1,206.47
Porter hourly labor rate:							
\$13.75	/per hr	\$	\$14.05	/per hr	\$	\$14.33	/per hr
Minimum Number of Labor Hours Daily							
82	/# hrs.	97	/# hrs.	82	/# hrs.	97	/# hrs.

***3307 ADDED EFF. 12/09/2016 Law Library Resource Center**

Labor for 250 services:							
REDUCED SERVICES				FULL SERVICES			
Supplies:							
Bsame as				Bsame as			
TOTAL:							
\$ 935.84				Bsame as			
/per yr				/per yr			
Fixed rate per service day:							
\$ 33.74				/per day			
/per day				/per day			
\$ 35.77				/per day			
/per day				/per day			

Global square foot price:		/per sq. ft.		\$ 0.70		/per sq. ft.		\$ 0.74		/per sq. ft.	
3310 Administration Building											
Labor for 250 services (Includes 1-porter):											
REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES
\$223,735.50	\$263,218.23	\$228,210.21	268,482.59	\$	\$	\$232,774.41	\$269,102.87	\$64,169.63	Bsame as	\$338,021.87	\$333,272.50
Supplies:	Bsame as	\$62,911.40	Bsame as	\$	\$	\$296,944.04	\$333,272.50	\$296,944.04	\$333,272.50	\$1,352.09	\$1,333.09
TOTAL:	\$285,413.34	\$324,896.07	331,393.99	291,121.61	331,393.99	331,393.99	331,393.99	\$296,944.04	\$333,272.50	\$1,352.09	\$1,333.09
Fixed rate per service day:	\$1,141.65	\$1,299.58	1,164.49	1,325.58	1,325.58	1,187.78	1,333.09	1,187.78	1,333.09	1,352.09	1,333.09
Porter hourly labor rate:	\$13.75	/per hr	\$14.05	/per hr	\$14.05	/per hr	\$14.33	/per hr	\$14.33	/per hr	\$14.33
Minimum Number of Labor Hours Daily	81	/# hrs. 89	81	/# hrs.	81	/# hrs.	81	/# hrs.	81	/# hrs.	81
3310 Administration Building - Fitness Center											
Labor for 250 services (Includes 1-porter):											
REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES
\$7,247.50	\$7,247.50	\$7,247.50	\$7,247.50	\$7,247.50	\$7,247.50	\$7,247.50	\$7,247.50	\$7,247.50	\$7,247.50	\$7,247.50	\$7,247.50
Supplies:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL:	\$7,247.50	\$7,247.50	\$7,247.50	\$7,247.50	\$7,247.50	\$7,247.50	\$7,247.50	\$7,247.50	\$7,247.50	\$7,247.50	\$7,247.50
Fixed rate per service day:	\$28.99	\$28.99	\$28.99	\$28.99	\$28.99	\$28.99	\$28.99	\$28.99	\$28.99	\$28.99	\$28.99
3311 Facilities Management & Garage											
Labor for 250 services:											
REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES
\$10,341.06	\$12,165.95	\$10,547.88	\$12,409.27	\$10,758.84	\$12,657.46	\$10,758.84	\$12,657.46	\$10,758.84	\$12,657.46	\$10,758.84	\$12,657.46
Supplies:	\$2,850.75	Bsame as	\$2,907.71	Bsame as	\$2,965.86	Bsame as	\$2,965.86	Bsame as	\$2,965.86	Bsame as	\$2,965.86
TOTAL:	\$13,191.81	\$15,016.70	\$13,455.59	\$15,316.98	\$13,724.70	\$15,623.32	\$13,724.70	\$15,623.32	\$13,724.70	\$15,623.32	\$15,623.32
Fixed rate per service day:	\$52.77	\$60.07	\$53.82	\$61.27	\$54.90	\$62.49	\$54.90	\$62.49	\$54.90	\$62.49	\$62.49
Minimum Number of Labor Hours Daily	4	/# hrs. 6	4	/# hrs.	4	/# hrs.	4	/# hrs.	4	/# hrs.	4
3311 Equipment Services - Downtown Station											
Labor for 250 services:											
REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES
\$1,035.54	\$1,218.28	\$1,056.25	\$1,242.65	\$1,077.38	\$1,267.50	\$1,077.38	\$1,267.50	\$1,077.38	\$1,267.50	\$1,077.38	\$1,267.50
Supplies:	\$315.00	Bsame as	\$321.30	Bsame as	\$327.73	Bsame as	\$327.73	Bsame as	\$327.73	Bsame as	\$327.73
TOTAL:	\$1,350.54	\$1,533.28	\$1,377.55	\$1,563.95	\$1,405.11	\$1,595.23	\$1,405.11	\$1,595.23	\$1,405.11	\$1,595.23	\$1,595.23
Fixed rate per service day:	\$5.40	\$6.13	\$5.51	\$6.26	\$5.62	\$6.38	\$5.62	\$6.38	\$5.62	\$6.38	\$6.38
Minimum Number of Labor Hours Daily	1	/# hrs. 1	1	/# hrs.	1	/# hrs.	1	/# hrs.	1	/# hrs.	1

3315 Jackson St. Customer Service Center

REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES
Labor for 250 services: \$77,209.40	\$ 90,834.59	Labor for 250 services: \$78,753.59	\$92,651.28	Labor for 250 services: \$80,328.66	\$94,504.31	Labor for 250 services: \$22,144.44	Bsame as
Supplies: \$21,284.55	Bsame as	Supplies: \$21,710.24	Bsame as	Supplies: \$	\$	Supplies: \$102,473.10	\$116,648.75
TOTAL: \$98,493.95	\$112,119.14	TOTAL: \$100,463.83	114,361.52	TOTAL: \$409.89	\$466.60	TOTAL: \$409.89	\$466.60

Fixed rate per service day: \$393.98 \$448.48 /per day
 Minimum Number of Labor Hours Daily: 26 /# hrs. 30 /# hrs.

3317 Star Call Center

REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES
Labor for 250 services: \$10,286.21	\$12,101.42	Labor for 250 services: \$10,491.93	\$12,343.45	Labor for 250 services: \$10,701.77	\$12,590.32	Labor for 250 services: \$2,950.19	Bsame as
Supplies: \$2,835.63	Bsame as	Supplies: \$2,892.34	Bsame as	Supplies: \$13,651.96	\$15,540.51	Supplies: \$13,651.96	\$15,540.51
TOTAL: \$13,121.84	\$14,937.05	TOTAL: \$13,384.27	\$15,235.79	TOTAL: \$54.61	\$62.16	TOTAL: \$54.61	\$62.16

Fixed rate per service day: \$52.49 \$59.75 /per day
 Minimum Number of Labor Hours Daily: 4 /# hrs. 6 /# hrs.

3317 Forensic Science Garage Protective Services E elevators and landings

REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES
Labor for 250 services: \$2,905.40	\$3,418.12	Labor for 250 services: \$2,963.51	\$3,486.48	Labor for 250 services: \$3,022.78	\$3,556.21	Labor for 250 services: \$833.30	Bsame as
Supplies: \$800.94	Bsame as	Supplies: \$816.96	Bsame as	Supplies: \$3,856.08	\$4,389.51	Supplies: \$3,856.08	\$4,389.51
TOTAL: \$3,706.34	\$4,219.06	TOTAL: \$3,780.47	\$4,303.44	TOTAL: \$3,856.08	\$4,389.51	TOTAL: \$3,856.08	\$4,389.51

Fixed rate per service day: \$14.83 \$16.88 /per day
 Minimum Number of Labor Hours Daily: 1 /# hrs. 2 /# hrs.

3318 MCSO Headquarters

REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES
Labor for 250 services: \$119,465.00		Labor for 250 services: \$22,530.00		Labor for 250 services: \$141,995.00		Labor for 250 services: \$567.98	
Supplies: \$22,530.00		Supplies: \$141,995.00		Supplies: \$567.98		Supplies: \$567.98	
TOTAL: \$141,995.00		TOTAL: \$141,995.00		TOTAL: \$567.98		TOTAL: \$567.98	

Fixed rate per service day: \$567.98 /per day
 Minimum Number of Labor Hours Daily: /# hrs.

***3318 MCSO Headquarters - 2nd Floor (Weekends Only)**

REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES
Labor for 96 services: \$2,064.00		Labor for 96 services: \$2,064.00		Labor for 96 services: \$2,064.00		Labor for 96 services: \$2,064.00	

Fixed rate per service day: \$2,064.00 /per day

*ADDED EFF. 7/20/2015:

3401 Superior Court - Old Courthouse

REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES		
Labor for 250 services:	\$58,661.78	\$ 69,013.86	/per yr	\$59,835.02	\$70,394.14	/per yr	\$61,031.72	\$71,802.02	/per yr
Supplies:	\$16,171.47	Bsame as	/per yr	\$16,494.90	Bsame as	/per yr	\$16,824.80	Bsame as	/per yr
TOTAL:	\$74,833.25	\$ 85,185.33	/per yr	\$76,329.92	\$86,889.04	/per yr	\$77,856.52	\$88,626.82	/per yr
Fixed rate per service day:	\$ 299.33	\$ 340.74	/per day	\$ 305.32	\$ 347.56	/per day	\$ 311.43	\$ 354.51	/per day
Minimum Number of Labor Hours Daily	21	# hrs. 25	# hrs.						

4039 One West Madison

REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES		
Labor for 250 services:	\$19,044.30	\$ 22,405.06	/per yr	\$19,425.18	\$22,853.16	/per yr	\$19,813.68	\$23,310.22	/per yr
Supplies:	\$ 5,250.00	Bsame as	/per yr	\$ 5,355.00	Bsame as	/per yr	\$ 5,462.10	Bsame as	/per yr
TOTAL:	\$24,294.30	\$ 27,655.06	/per yr	\$24,780.18	\$28,208.16	/per yr	\$25,275.78	\$28,772.32	/per yr
Fixed rate per service day:	\$97.18	\$ 110.62	/per day	\$99.12	\$ 112.83	/per day	\$101.10	\$ 115.09	/per day
Minimum Number of Labor Hours Daily	8	# hrs. 10	# hrs.						

4040 Seventh Avenue WIC

REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES		
Labor for 250 services:	\$ 3,821.05	\$ 4,495.35	/per yr	\$ 3,897.47	\$ 4,585.26	/per yr	\$ 3,975.42	\$ 4,676.97	/per yr
Supplies:	\$ 1,053.36	Bsame as	/per yr	\$ 1,074.43	Bsame as	/per yr	\$ 1,095.92	Bsame as	/per yr
TOTAL:	\$ 4,874.41	\$ 5,548.71	/per yr	\$ 4,971.90	\$ 5,659.69	/per yr	\$ 5,071.34	\$ 5,772.89	/per yr
Fixed rate per service day:	\$19.50	\$22.19	/per day	\$19.89	\$22.64	/per day	\$20.29	\$23.09	/per day
Minimum Number of Labor Hours Daily	2	# hrs. 5	# hrs.						

4051 Human Services Homeless Campus

REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES		
Labor for 250 services:	\$11,591.13	\$ 13,636.62	/per yr	\$11,822.95	\$13,909.35	/per yr	\$12,059.41	\$14,187.54	/per yr
Supplies:	\$ 3,195.36	Bsame as	/per yr	\$ 3,259.27	Bsame as	/per yr	\$ 3,324.46	Bsame as	/per yr
TOTAL:	\$14,786.49	\$ 16,831.98	/per yr	\$15,082.22	\$17,168.62	/per yr	\$15,383.87	\$17,512.00	/per yr
Fixed rate per service day:	\$59.15	\$67.33	/per day	\$60.33	\$68.67	/per day	\$61.54	\$70.05	/per day
Minimum Number of Labor Hours Daily	6	# hrs. 9	# hrs.						

4052 Chambers Building

	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES
Labor for 250 services:	\$49,894.54	\$62,234.45	\$50,892.43	\$63,479.14	\$51,846.02	\$64,748.72	\$61,070.92	
Supplies:	\$13,754.58	\$14,617.05	\$14,029.67	\$14,909.39	\$14,310.26	\$15,207.58	\$14,310.26	
TOTAL:	\$63,649.12	\$76,851.50	\$64,922.10	\$78,388.53	\$66,156.28	\$79,956.30	\$75,381.18	
Fixed rate per service day:	\$254.60	\$307.41	\$259.69	\$313.55	\$264.63	\$301.52	\$319.83	
Minimum Number of Labor Hours Daily	18	# hrs. 20						

4053 Downtown Justice Courts

	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES
Labor for 250 services:	\$310,284.99	\$211,189.41	\$	\$215,413.19	\$	\$219,721.45	\$219,721.45	
Supplies:	\$40,779.69	\$85,537.20	\$41,595.28	\$87,247.94	\$42,247.19	\$88,992.90	\$42,247.19	
TOTAL:	\$395,822.19	\$296,726.61	\$43,190.56	\$302,661.13	\$44,494.38	\$308,714.35	\$261,968.64	
Fixed rate per service day:	\$1,583.29	\$1,182.31	\$1,614.95	\$1,238.36	\$1,647.25	\$1,047.87	\$1,875.13	
Minimum Number of Labor Hours Daily	108	# hrs. 128						

4055 Air Quality Warehouse

	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES
Labor for 250 services:	\$0.00	\$22,915.26	\$0.00	\$23,373.57	\$0.00	\$23,841.04	\$0.00	
Supplies:	\$0.00	\$2,840.04	\$0.00	\$2,896.84	\$0.00	\$2,54.78	\$0.00	
TOTAL:	\$0.00	\$25,755.30	\$0.00	\$26,270.41	\$0.00	\$26,95.82	\$0.00	
Fixed rate per service day:	\$0.00	\$103.02	\$0.00	\$105.08	\$0.00	\$107.18	\$0.00	
Minimum Number of Labor Hours Daily	36	# hrs. 42						

4137 Security Building

	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES
Labor for 250 services:	\$95,816.45	\$112,725.23	\$97,732.78	\$114,979.73	\$99,687.44	\$117,279.32	\$99,687.44	
Supplies:	\$26,414.01	\$26,414.01	\$26,942.29	\$27,481.14	\$27,481.14	\$27,481.14	\$27,481.14	
TOTAL:	\$122,230.46	\$139,139.24	\$124,675.07	\$141,922.02	\$127,168.58	\$144,760.46	\$127,168.58	
Fixed rate per service day:	\$488.92	\$556.56	\$498.70	\$567.69	\$508.67	\$579.04	\$508.67	

Minimum Number of Labor Hours Daily 36 # hrs. 42 # hrs.

4157 Security Center

Labor for 250 services (Includes 1 porter, 4 hrs):

REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES
\$103,475.31	\$121,735.65	\$	\$	\$	\$
/per yr	/per yr	105,544.81	\$124,170.36	107,655.70	\$126,653.76
\$28,525.35	Bsame as	\$29,095.86	Bsame as	\$29,677.78	Bsame as
/per yr	/per yr	/per yr	/per yr	/per yr	/per yr
TOTAL:	\$132,000.66	\$150,261.00	134,640.67	\$153,266.22	137,333.48
/per yr	/per yr	/per yr	/per yr	/per yr	\$156,331.54

Fixed rate per service day: \$ 528.00 \$ 601.04

Porter hourly rate: \$13.75 /per hr

Minimum Number of Labor Hours Daily 43 # hrs. 50 # hrs.

\$ 538.56	\$ 613.06	\$ 549.33	\$ 625.33
/per day	/per day	/per day	/per day
\$14.05	/per hr	\$14.33	/per hr

6202 MCSO Warehouse

Labor for 250 services:

REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES
\$ 6,124.65	\$ 7,205.47	\$ 6,247.14	\$ 7,349.58	\$ 6,372.08	\$ 7,496.57
/per yr	/per yr	/per yr	/per yr	/per yr	/per yr
\$ 1,688.40	Bsame as	\$ 1,722.16	Bsame as	\$ 1,756.60	Bsame as
/per yr	/per yr	/per yr	/per yr	/per yr	/per yr
TOTAL:	\$ 7,813.05	\$ 8,893.87	\$ 9,071.74	\$ 8,128.68	\$ 9,253.17
/per yr	/per yr	/per yr	/per yr	/per yr	/per yr

Fixed rate per service day: \$31.25 \$35.58

Minimum Number of Labor Hours Daily 4 # hrs. 5 # hrs.

\$31.88	\$36.29	\$32.51	\$37.01
/per day	/per day	/per day	/per day

6205 Elections

Labor for 250 services:

REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES	REDUCED SERVICES	FULL SERVICES
\$24,271.58	\$ 28,554.80	\$24,757.01	\$29,125.90	\$25,252.15	\$29,708.42
/per yr	/per yr	/per yr	/per yr	/per yr	/per yr
\$ 6,691.02	Bsame as	\$ 6,824.84	Bsame as	\$ 6,961.34	Bsame as
/per yr	/per yr	/per yr	/per yr	/per yr	/per yr
TOTAL:	\$30,962.60	\$35,245.82	\$31,581.85	\$35,950.74	\$36,669.76
/per yr	/per yr	/per yr	/per yr	/per yr	/per yr

Fixed rate per service day: \$ 123.85 \$ 140.98

Minimum Number of Labor Hours Daily 10 # hrs. 12 # hrs.

\$ 126.33	\$ 143.80	\$ 128.85	\$ 146.68
/per day	/per day	/per day	/per day

Downtown Complex

Extra carpet shampoo/extraction:

\$ 0.08	/per sq. ft.	\$ 0.08	/per sq. ft.	\$ 0.08	/per sq. ft.
\$ 0.16	/per sq. ft.	\$ 0.16	/per sq. ft.	\$ 0.16	/per sq. ft.

Labor, extra services:

\$14.50	/per hr	\$14.50	/per hr	\$14.50	/per hr
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Daytime percentage increase:

15%	%	15%	%	15%	%
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OTHER CHARGES:

(See Exhibit 7 for locations)

Price for sanitary napkin, tampon (reg absorbency)	\$99.77	/ each	\$99.77	/ each	\$99.77	/ each
Price for sanitary napkin, pad #4	\$50.45	/ each	\$50.45	/ each	\$50.45	/ each
Filter, waterless urinal:	\$52.00	/ each	\$52.00	/ each	\$52.00	/ each
Custodial products not covered and billable,						
cost plus:		7%	(percent)			

ADDITIONAL SERVICES: Effective Immediately

Sky Bridge = 10,911 Square Feet / Annual Price = \$12,310.88 / Monthly Cost \$1,025.91

Escalators = Cleaning cost for three (3) additional Escalators (Includes labor, equipment, materials, and supplies) = Monthly Cost \$674.00

Ballistic Glass = Cleaning of Ballistic Glass = Monthly Cost \$35.00

***** ADDITIONAL CHARGES – Effective 01/01/15**

Federally Mandated Affordable Healthcare (AHC) Increase = \$822.11 (when applicable)

Arizona State Minimum Wage Increase = \$600.00 (when applicable)

EXHIBIT B SCOPE OF WORK

6.38 CONTRACTOR RESPONSIBILITIES:

The Contractor shall supply all labor, supervision, materials, supplies, transportation, and all effort necessary to carry out the specifications herein.

6.39 BUSINESS HOURS AND SERVICE DAYS:

6.39.1 Regular business hours are from 6:00 AM to 6:00 PM, Monday through Friday. There are 10 County holidays, and services will not be provided on these days unless the County agency makes such request and pays for these additional services Service Days.

6.39.2 The most common number of services per year is 250 service days, which equates to 5X week service. County holidays are excluded from all services. Service days may be:

- 1.0 5X week janitorial service, 250 services annually
- 2.0 4X week janitorial service, 208 services annually
- 3.0 3X week janitorial service, 156 services annually
- 4.0 2X week janitorial service, 104 services annually
- 5.0 1X week janitorial service, 52 services annually

6.39.3 For sites that receive *less than* 250 services:
If a County holiday falls on a scheduled service day, the site shall be cleaned either a working day before the holiday, or a working day after the holiday. This to ensure the billing equates to the allotted total of yearly service days specified in §2.2.2.

6.39.4 There will be times when the Contractor must be called out to perform emergency cleaning requests due to storms, floods, vandalism, or extra services not covered under regular janitorial services. This may occur during business hours or after hours. The Contractor is to respond ONLY if the call is initiated by FMD staff or an authorized representative of a self-monitoring department. The Contractor shall respond within 2-hours on-site after receiving a request. Where a day porter is assigned to a campus complex and the request is made during business hours, the porter shall respond within 20 minutes.

6.40 PORTER STAFF:

6.40.1 Porters are on-site to monitor and resupply rest rooms, maintain common areas, and emergency clean-ups, etc.

6.40.2 Porters shall have a cell phone enabling them to be contacted when needed and shall provide the phone number to key building staff.

6.40.3 Porters are not to perform janitorial tasks.

Contractor shall utilize a separate cleaning crew for actual janitorial services or scheduled floor work for cleaning requirements specified in §2.7. Porters shall remain on-site five days per week (Longer if County agencies request and pay for six-day or seven-day services). Porter hours are listed in the Exhibit B-1 Site Locations and Data. Porters shall also be responsible to provide services to surrounding buildings when assigned to multi-site complexes. Porter must maintain a porter log (See Exhibit B-3, Porter Log), which designates time-in and time-out. Porter logs must be submitted with each invoice (See Invoicing §2.29). Porters not fulfilling a total day (as specified) will result in deductions from Contractor's monthly invoice based on the porter hourly

rate. If Contractor fails to submit the porter log with the invoice, a deduction of the full porter hourly rate, times the required hours of service missed, shall be deducted from the invoice. Porters shall be required to carry a company cell phone.

6.40.4 Porter adjacent site responsibility

Site #	Porter Site Name	Other Building Responsibilities
1402	Flood Control -Admin	1401, 1402, 1404; 1405, 1408, 1409
1715	Juvenile Court-Durango	1704; 1703; 1916; 1702; 1701
2033	Superior Court-NW	2029
2855	SE Public Facility	2853, 2852, 2856, 2860
2856	SE Juvenile	2871
3303	Superior Court – ECB	3308; 3401; 4137; 4157
3305	Superior Court – CCB	3301; 3303; 3304
3310	County Administration	3311; 3315; 3317; 3320; 3321; 4051; 6202; 6205
3853	Superior Court-NE	
4157	Security Building	4137
3325	Downtown Court Tower	

6.41 INFECTIOUS BIOHAZARDOUS SPILLS:

Contractor shall be notified of any infectious biohazardous waste contamination (blood, other body fluids, etc.), and, as directed by the County agency, provide trained personnel for such cleanup. Materials used to cleanup such spills shall be disposed of into an approved OSHA infectious biohazards disposal bags, following all guidelines established by OSHA for packaging and removal. It shall be the County's responsibility to dispose of any contaminated bags. Fresh unused bags shall be kept readily available by the Contractor in each janitorial closet (See Exhibit B-4, Supplies List).

6.42 SPECIAL GARBAGE PICKUP REQUIREMENTS FOR EAST COURT BUILDING (#3303)- LOWER LEVEL:

6.42.1 This service is a requirement of the Contractor assigned to this building, priced separately from the janitorial costs, in EXHIBIT A, PRICING.

6.42.2 Located in the lower level of the ECB, the County has nine (9) portable trash dollies. When full, the Contractor shall be required to transport to the North compactor located at the Madison Street Jail, east loading dock area. This service may require several trips during the course of a business day. These portable dollies require the Contractor to supply a vehicle with a 2" ball hitch, with 6-pin receptacle for the trailer lights.

6.42.3 This service is to be performed as often as needed to keep the lower level area free of unsightly trash overage and an empty dolly readily available. All dollies shall be emptied at the end of the business day to prevent odors from spreading to adjoining offices. This service is all-inclusive. Under a separate contract, the garbage contractor shall pickup the compactor three times per week (susceptible to change).

6.42.4 This service may be extended to other areas of the County. At that time, the Contractor shall be given the opportunity to price such via a written quote request.

6.43 AREAS EXEMPT FROM CLEANING SERVICES:

Exempt from this contract is cafeteria in Downtown Courts Complex called the *Change of Venue*. Other cafeterias operated by the State of Arizona, Department of Economic Security, do have restrictions: only floor care in the DES cafeteria unsecured areas will be included.

6.44 CLEANING REQUIREMENTS, MINIMUM:

6.44.1 The Contractor shall furnish all necessary labor, supervision, tools, equipment, supplies, transportation, and all effort necessary to perform the required services at the designated locations.

6.44.2 There are two (2) schedules for cleaning requirements, *Reduced Service* and *Full Service*. Full service shall mean all-inclusive cleaning; to deliver a clean building. Full service shall have absolutely no exclusions for any cleaning requirement that may have been omitted as listed below. Reduced services are those that are not all inclusive and are specific to the cleaning requirement, have some extended intervals, and thus bring a lower cost to the County. Some Reduced Service cleaning requirements have the same interval as Full Service. Attachment A, PRICING, has two (2) columns for pricing of these services. At the County’s option, and based on budgets, either of the services may be selected.

Full services shall include two (2) times per year floor care, reduced service shall include one (1) time per year floor care.

6.45 DAILY INSPECTIONS:

6.45.1 As part of the contract administration process, the Facilities Management -or- the self-monitoring County agency, will inspect each site as deemed necessary to ensure the Contractor is in compliance with the cleaning specifications. Each shall inspect for compliance with the daily, weekly, monthly, quarterly, semi-annually, and annual specifications. An inspection form shall be utilized (See Exhibit B-2, Site Inspection Report). The form shall provide results of the inspection. The resultant may be that the cleaning requirements have been met (ACCEPTABLE), or a cleaning requirement has not been met (UNACCEPTABLE). If unacceptable, the Contractor shall correct the deficiencies within the allotted time-lines or deductions shall be made from the Contractor’s monthly invoice.

6.45.2 Should Contractor receive a total of five (5) *Unacceptable* inspection reports in a calendar month, they shall be required to attend a meeting with the **Office of Procurement Services** and a representative of the monitoring department to discuss unsatisfactory performance and placed on a performance action plan. Persistent unsatisfactory performance may result in being placed in default and removed from the contract.

6.45.3 Additionally, the Contractor’s night shift supervisors shall complete and sign a contractor developed Site Inspection Report indicating all areas under his/her responsibility have been cleaned per contract requirements.

6.45.4 Site Inspection Report – Exhibit B-2:

This inspection report and all resultant scoring shall be a requirement of this contract. The report is an overview of an unannounced inspection that has been performed by either an FMD Contract Compliance Inspector (CCI) or by a representative of a self monitoring department. These site inspections are part of the contract administration process. The inspections shall reveal:

- 1.0 If the Contractor has received a total score of ACCEPTABLE for all categories with no UNACCEPTABLE scores, thus no deductions shall be forthcoming. Or
- 2.0 Have experienced some discrepancies (UNACCEPTABLE) but all discrepancies have been corrected within the time line with a follow-up visit, thus no deductions shall be forthcoming. Or
- 3.0 Have experienced some discrepancies, but all or some of the discrepancies have not been corrected, and therefore deductions shall be imposed to the Contractor’s end-of-month invoice. The Contractor would have been provided a copy of any discrepancies not corrected during the inspection.

The report requires signatures from the CCI staff. It shall be the responsibility of the CCI staff to input the form and subsequent submittal to the Contractor. Self-monitoring departments shall be responsible for inputting the report and forward such to the Contractor.

6.46

DEDUCTIONS FOR WORK NOT PERFORMED:

For failure of the Contractor to provide the routine custodial service as specified in the contract, and based on the scoring from Exhibit B-2 Site Inspection Report, the County shall deduct monies as listed in this section from the Contractor's monthly invoicing. This provision is to be used only when the work is not corrected within the allotted time frames by the Contractor or there are continuous, documented deficiencies in the Contractor's performance.

Reoccurrences: Should Contractor receive a deduction due to a lack of providing the required service, and fails again to provide that same service the following scheduled interval for the same occurrence, the normal deduction AND the reoccurrence charge shall be deducted from the Contractors' invoice.

INTERVAL	INITIAL DEDUCTION	REOCCURRENCE
Daily	\$10.00 per occurrence, per day. The Contractor shall not have an opportunity to correct this deficiency as it was to be performed on a daily basis.	\$20.00 per occurrence
1X/WK	\$15.00 per occurrence per day and takes affect twenty-four (24) hours after deficiency is missed and continues until deficiency is corrected	\$30.00 per occurrence
2X/WK	\$15.00 per occurrence per day and takes affect twenty-four (24) hours after deficiency is missed and continues until deficiency is corrected	\$30.00 per occurrence
3X/WK	\$20.00 per occurrence per day and takes affect twenty-four (24) hours after deficiency is missed and continues until deficiency is corrected	\$40.00 per occurrence
1X/MO	\$20.00 per occurrence per day and takes affect twenty-four (24) hours after deficiency is missed and continues until deficiency is corrected	\$40.00 per occurrence
Quarterly	\$25.00 per occurrence per day and takes affect twenty-four (24) hours after deficiency is missed and continues until deficiency is corrected	\$50.00 per occurrence
2X/YR	\$25.00 per occurrence per day and takes affect twenty-four (24) hours after deficiency is missed and continues until deficiency is corrected	\$50.00 per occurrence
1X/YR	\$30.00 per occurrence per day and takes affect twenty-four (24) hours after deficiency is missed and continues until deficiency is corrected	\$60.00 per occurrence

<u>Other</u>	<u>Deduction</u>
No MSDS sheets (See §1.19); OSHA violations:	\$10.00 per incident
No English speaking staff:	\$10.00 per incident (Removal of non-English speaking employee from site and loss of applicable compensation) (See §1.21)
No County I.D. as required:	\$25.00 per incident
Lost key replacement:	Cost of service
Building re-key:	Cost of service
Failure to activate/deactivate building alarms or failure to lock doors or windows:	\$100.00 per incident, plus city surcharges

Note: Failure to provide service on a scheduled service day shall result in deduction of the fixed rate per service day for that building.

Section A -- General Office Areas

Includes, but not limited to; administrative offices, conference/multipurpose rooms, auditoriums, corridors, lobbies, patio areas, landings, entry ways, handicap ramps, break rooms, lounges, fitness centers, and storage rooms:

	TASK	REDUCED SERVICE INTERVAL	FULL SERVICE INTERVAL
A-1	Empty trash containers, replace liners	Daily	Daily
A-2	Empty recycle containers (desk side)	Daily	Daily
A-2	Clean outside surface of all office trash containers	Quarterly	1X/MO
A-3	Vacuum all areas of interior carpets	--	Daily
A-4	Vacuum all office/cubicle carpet areas	Weekly	2X/WK
A-5	Vacuum office traffic areas	2X/WK	Daily
A-6	Vacuum public areas and entry mats	Daily	Daily
A-7	Clean and dust mop lobby floors	Daily	Daily
A-8	Special clean marble floors/walls, copper ornamentals	--	Daily
A-9	Dust mop then damp mop all hard floor areas	3X/WK	Daily
A-10	Clean and sanitize drinking fountains; polish metal	Daily	Daily
A-11	Spot clean carpets in office traffic areas	1X/WK	Daily
A-12	Spray buff hard floors, restore luster, dust mop	2X/M	1X/WK
A-13	Clean all baseboards in traffic areas	Quarterly	1X/MO
A-14	Clean all non-traffic area baseboards	--	1X/YR
A-15	Dust all cleared furniture tops, vacant shelves, windowsills, ledges, and lobby benches	1X/MO	1X/WK
A-16	Empty public ashtrays (interior and exterior)	Daily	Daily
A-17	Broom entryways, clean up cobwebs, mud, pick up litter, etc. (Up to 20 ft. out); Use water hose when required	Daily	Daily
A-18	Clean public entry doorways, glass, handles, kick plates and adjacent glass	Daily	Daily
A-19	Clean non-public doorway areas (doors/landings)	1X/MO	1X/WK
A-20	Clean exterior surface of all trash receptacles located external to the building	1X/MO	1X/WK
A-21	Clean and sanitize public telephones	Daily	Daily
A-22	Clean surfaces of exterior patio furniture	3X/WK	Daily
A-23	Break room/lounge- clean counters, table tops, chairs, sinks, and restock supplies. If carpeted, spot clean and vacuum; if hard floor, sweep then damp mop	Daily	Daily
A-24	Vacuum all office fabric upholstery	Quarterly	1X/MO
A-25	Clean office washable non-fabric seating	1X/MO	1X/WK
A-26	Heavy sweep all patios, exterior stairwells, steps, ramps. Clean any railings	1X/M	1X/WK
A-26	Dust artwork, whiteboards, silk plants/trees	2X/YR	Quarterly
A-28	Fitness Center- clean and sanitize all fitness equipment (if applicable)	Daily	Daily
A-29	Fitness Center- clean exterior surfaces of lockers and interiors of vacant lockers (if applicable)	2X/YR	Quarterly
A-30	Dust/vacuum HVAC vents	1X/YR	2X/YR
A-31	Strip, clean, seal, and finish all hard floors	1X/YR	2X/YR
A-32	Extract and shampoo all carpet	2X/YR	2X/YR
A-33	Dust or vacuum all window coverings (blinds, drapes, etc.)	1X/YR	Quarterly
A-34	Clean all ceiling light diffusers (office areas)(up to 9 ft height)	1X/YR	2X/YR

☐Section A – General Office Areas – Libraries

The following additional services shall apply at all Library locations:

A-35	Vacuum all office fabric upholstery and spot clean	N/A	1X/MO
A-36	Dust and clean all public computers, keyboards, monitors, printers and tables located in the public areas of the library	N/A	Daily
A-37	Dusting of books on shelves and book shelves. This may be done in sections during normal service to insure that all shelves and books are dusted once a month.	N/A	1X/MO

☐Section B – Elevators, Landings, and Stairwells

B-1	Empty trash containers located at landings, replace liners.	2X/WK	Daily
B-2	Clean outside surface of all trash containers located at landings	1X/MO	1X/WK
B-3	Clean elevator interior all surface of walls, doors (inside and out), railings, and button panels	Daily	Daily
B-4	Clean elevator door tracks and landing tracks	1X/WK	Daily
B-5	Clean both sides of light diffusers in elevators	1X/YR	2X/YR
B-6	Dust mop, then damp mop elevator tiled floors, vacuum carpeted floors. Spot clean both types	2/WK	Daily
B-7	Strip and wax elevator tiled floor; if carpeted, shampoo	2X/YR	Quarterly
B-8	Clean elevator building floor landings. Floor should be free of stains	1X/MO	Daily
B-9	Clean all interior building stairwells and stairwell landings. Clean stair railings	Quarterly	2X/MO
B-10	Clean wall mounted light fixtures located in stairwells	Quarterly	2X/MO
B-11	Clean doors (in/out) of all floors servicing stairwells	Quarterly	2X/MO
B-12	Remove any cob webs on ceilings/walls of stairwells	Quarterly	2X/MO

☐Section C – Data Processing Areas

	TASK	REDUCED SERVICE INTERVAL	FULL SERVICE INTERVAL
C-1	Empty trash containers, replace liners	Daily	Daily
C-2	Empty recycle containers (desk side)	Daily	Daily
C-2	Clean outside surface of all office trash containers	Quarterly	1X/MO
C-3	Vacuum all office/cubicle carpet areas	2X/WK	Daily
C-4	Vacuum all area of interior carpet areas	--	Daily
C-5	Vacuum office traffic areas	2X/WK	--
C-6	Lightly damp mop elevated floors	1X/WK	Daily
C-7	Wet mop hallways and office tiled floors	3X/WK	Daily
C-8	Spot clean carpets and hard floors	1X/WK	Daily
C-9	Dust furniture, window sills, and ledges	1X/M	1X/WK
C-10	Vacuum behind data equipment	1X/M	Daily
C-11	Remove cobwebs from walls and ceilings	2X/YR	Quarterly
C-12	Clean HVAC vents	1X/YR	2X/YR
C-13	Dust or vacuum window coverings (blinds, drapes, etc.)	1X/YR	Quarterly

C-14	Extract and shampoo all carpet	1X/YR	2X/YR
C-15	Strip, clean, seal, and finish all hard floors	1X/YR	2X/YR
C-16	Clean all ceiling light diffusers (up to 9' height)	1X/YR	2X/YR

Section D - Restroom, Showers, Locker Rooms

	TASK	REDUCED SERVICE INTERVAL	FULL SERVICE INTERVAL
D-1	Empty trash and replace liners	Daily	Daily
D-2	Clean outside surface of all trash containers	Quarterly	1X/WK
D-3	Restock supplies	Daily	Daily
D-4	Clean mirrors, countertops, sinks, fixtures	Daily	Daily
D-5	Clean toilet bowls, seats, rims, base	Daily	Daily
D-6	Clean urinals	Daily	Daily
C-7	Spot clean walls- remove soil, graffiti, other foreign matter	Daily	Daily
D-8	Soap clean all perimeter walls	Quarterly	Quarterly
D-9	Mop floor with germicidal solution	Daily	Daily
D-10	Clean and polish stainless steel and chrome surfaces	Daily	Daily
D-11	Clean and sanitize showers using germicidal solution	Daily	Daily
D-12	Pour 1-gallon germicidal solution into floor drains of RR	1X/WK	1X/WK
D-13	Remove cobwebs on walls/ceilings	As needed	As needed
D-14	Fully clean all partition walls and door surfaces	1X/MO	1X/WK
D-15	Clean HVAC vents	1X/YR	2X/YR
D-16	Machine scrub floors	1X/MO	1X/WK
D-17	Clean ceiling/wall light diffusers	1X/YR	2X/YR

Section E - Medical Labs and Clinic Areas

	TASK	REDUCED SERVICE INTERVAL	FULL SERVICE INTERVAL
E-1	Empty trash and replace liners	Daily	Daily
E-2	Empty recycle containers (desk side)	Daily	Daily
E-2	Clean outside surface of all lab/clinic trash containers	Quarterly	1X/MO
E-3	Dust window sills and other horizontal surfaces	Daily	Daily
E-4	Clean glass in display partitions and on interior doors	Daily	Daily
E-5	Clean door handles, push plates, and kick plates	Daily	Daily
E-6	Clean sinks and adjacent countertop areas	Daily	Daily
E-7	Dust mop floor, wet mop with germicidal solution	Daily	Daily
E-8	Empty infectious /biohazard waste into appropriate receptacles and dispose of accordingly	Daily	Daily
E-9	Spot clean carpet and hard floors	1X/WK	Daily
E-10	Spray buff finished floors, dust mop	1X/M	1X/WK
E-11	Vacuum carpeted exam rooms; if tile dust mop in same manner	Daily	Daily
E-12	Clean and polish stainless steel exam tables	1X/M	1X/WK
E-13	Pour 1-gallon germicidal solution into floor drains	1X/WK	Daily
E-14	Damp wipe exterior surfaces of lab refrigerators	Quarterly	1X/MO
E-15	Dust or vacuum window coverings (blinds, drapes, etc.)	1X/YR	Quarterly
E-16	Clean HVAC vents	1X/YR	2X/YR
E-17	Extract and shampoo all carpet	1X/YR	2X/YR
E-18	Strip, clean, seal, and finish all hard floors	1X/YR	2X/YR
E-19	Clean all ceiling light diffusers	1X/YR	2X/YR

Section F - Courtrooms

	TASK	REDUCED SERVICE INTERVAL	FULL SERVICE INTERVAL
F-1	Empty trash and replace liners	Daily	Daily
F-2	Empty recycle containers	Daily	Daily
F-2	Clean outside surface of all office trash containers	Quarterly	1X/WK
F-3	Vacuum all carpeted areas	Daily	Daily
F-4	Dust mop all hard floors then damp mop	Daily	Daily
F-5	Dust clean and polish judges desk and bench	Daily	Daily
F-6	Clean all non-fabric courtroom seating	Daily	Daily
F-7	Vacuum and spot clean all fabric seating	Daily	Daily
F-8	Dust all horizontal surfaces	1X/WK	Daily
F-9	Spot clean carpeted areas and hard floor areas	1X/WK	Daily
F-10	Spray buff hard floors, dust mop	1X/M	1X/WK
F-11	Dust or vacuum window coverings (blinds, drapes, etc.)	1X/YR	Quarterly
F-12	Clean HVAC vents	1X/YR	2X/YR
F-13	Clean baseboards in traffic areas	Quarterly	1X/MO
F-14	Extract and shampoo all carpet	1X/YR	2X/YR
F-15	Strip, clean, seal, and finish all hard floors	1X/YR	2X/YR
F-16	Clean all ceiling light diffusers	1X/YR	Quarterly
F-17	Remove all gum from benches, furnishings and counsel tables	Daily	Daily
F-18	Clean sound boards per manufacturer's specifications	Weekly	Weekly

Section G -- Janitorial Closets

	TASK	REDUCED SERVICE INTERVAL	FULL SERVICE INTERVAL
G-1	Clean custodial sink	Daily	Daily
G-2	Rinse clean all mop buckets	Daily	Daily
G-3	Clean all custodial equipment	Daily	Daily
G-4	Keep room tidy	Daily	Daily
G-5	Empty trash containers	Daily	Daily
G-6	Spot clean walls and doors	Quarterly	Quarterly
G-7	Sweep and damp-mop floor	1X/WK	Daily
G-8	Clean HVAC vent	1X/YR	2X/YR

Section H -- Outside Refuse Areas, Loading Docks

	TASK	REDUCED SERVICE INTERVAL	FULL SERVICE INTERVAL
H-1	Inspect immediate area and pickup loose debris	3X/WK	Daily
H-2	Sweep load dock and pickup litter (If applicable)	3X/WK	Daily
H-3	Clean around compactor. If unit is taken, clean entire area	2X/MO	1X/WK

Section H -- Outside Refuse Areas, Loading Docks, Building Approach - Libraries

The following services shall apply at all Library locations:

H-4	Check outdoor trash/cigarette urns on approach to building. Remove butts daily, empty when container is 1/2 full and replace liner. <u>NOTE:</u> Trash/cigarette urns are approximately 75-100 feet from building main doors	Daily	Daily
H-5	Pick-up litter located on or adjacent to walkways to building.	Daily	Daily

Section J -- Parking Garages, Breezeways/Bridges to Buildings

	TASK	REDUCED SERVICE INTERVAL	FULL SERVICE INTERVAL
J-1	See Section B-1 thru B-7 for elevator service and apply	Section B	Section B
J-2	See Section B-8 thru B-12 for stairwell cleaning	Section B	Section B
J-3	Clean elevator garage floor landings (max. 20' out). Floor should be free of stains	1X/WK	Daily
J-4	Empty trash receptacles and replace liners (on all levels and all areas)	Daily	Daily
J-5	Clean out ashtray located in elevator landing areas	2/WK	Daily
J-6	Clean exterior surface of all trash receptacles located at landings	Quarterly	1X/WK
J-7	Vacuum carpeted breezeways /bridges if carpeted	2X/WK	Daily
J-8	Sweep hard floor breezeways/bridges	1X/WK	2X/WK
J-9	Dust sills on breezeways/bridges	1X/M	1X/WK
J-10	Extract and shampoo all carpeted breezeways/bridges. Damp mop hard floor if finish sealed	1X/YR	2X/YR

Section K -- Special Additional Instructions for Porters at Other Porter- Assigned Sites

K-1	Public areas – vacuum all carpet; dust mop all hard floor	Daily
K-2	Monitor public entranceways (ashtrays, trash containers, litter, etc.)	Daily
K-3	Day clean section called <i>Expedited Service</i> @ Bldg. 2855 (690 sq. ft.)	Daily
K-4	Day clean section called Exhibit Office @ Bldg. 2855 (805 sq. ft.)	Daily
K-5	Day clean areas so designated @3853	Daily

6.47

SPECIAL INSTRUCTIONS FOR PARKING GARAGES:

6.47.1 **Parking garages shall not include the actual parking areas.** Cleaning is to include, but not limited to:

- 1.0 Elevators;
- 2.0 Floor landings where the elevator stops. Area shall be free of stains;

- 3.0 All trash containers throughout the entire floor (parking level) shall be emptied and externally cleaned;
 - 4.0 All stairwells cleaned as scheduled in §1.9, B-9 thru B-12.
 - 5.0 The cleaning breezeways/bridges to buildings.
- 6.47.2 The square footages listed in Exhibit B-1 Site Locations and Data for sites with elevators are the total of all landings for all floors, and is included, if the parking garage is part of an office building. Landings are measured from the elevator threshold twenty (20) feet out by the total width of all elevators.
- 6.48 RESTOCKING, SANITARY NAPKIN DISPENSER UNITS:
- 6.48.1 Exhibit B-5, Sanitary Napkin Machine Locations, contains the locations of all sanitary napkin machines in County buildings. The Contractor's staff shall be responsible to keep the sanitary napkin units filled. The cost of such shall be included in the Fixed Rate per Service Day rate. The schedule to maintain supplies shall be placed on a monthly service interval. Some sites may require shorter or longer intervals dependant on usage history.
 - 6.48.2 The Contractor shall be responsible to order product and resell to the County as a separate line item listed in Attachment A, PRICING. The Contractor shall be provided keys for each machine. The machines utilize one of two types of sanitary napkins. At a minimum, the Contractor is to restock with:
 - 1.0 Tampon, regular absorbency
 - 2.0 Napkin pad, package #4
 - 6.48.3 The County shall be responsible for machine mechanical maintenance. Collections of revenue from the machines shall be the responsibility of the Contractor. All revenue collected shall be kept by the Contractor as part of the cost to administer this service.
- 6.49 WATERLESS URINAL FILTER CHANGE-OUT:
- 6.49.1 The County has in use at various locations waterless urinals. More may be added as needed. The Contractor shall be responsible for the filter change-out labor of these units. The filter change-out to be placed on an eight-week service interval (or more frequently if odors are present) and included in the fixed rate per service day. The change-out process takes about five (5) minutes per urinal. The tool to remove the old filter is included with the new filter.
 - 6.49.2 Buildings that require this service are:
 - 1.0 FMD Building [3311]
 - 2.0 County Administration Building [3310]
 - 3.0 Downtown Justice Courts [4053]
 - 4.0 Santan Justice Court [1216]
 - 5.0 Scottsdale Adult Probation [4608]
 - 6.0 Southeast Public Facility [2855]
 - 6.49.3 The County shall be responsible for maintenance and repairs of these urinals. The Contractor shall be responsible to procure replacement filters, billable back to the County as bid in Attachment A, PRICING.
 - 6.49.4 Replacement filters may be obtained from Falcon Water free Technologies or local janitorial supply firms.

6.50 PRODUCT DISPENSERS:

- 6.50.1 All dispensers requested by the County (towel, toilet paper, soap, toilet seat cover, etc.) shall be obtained by the Contractor and supplied to the County at no additional cost. Existing dispensers, if worn or broken, and therefore need replacement, shall be replaced and installed by the Contractor.
- 6.50.2 The toilet dispensers are a mix of standard single-roll type and JRT JR. (Single roll and double roll). Paper towels dispensers are either C-fold, single fold, or rolled. Please see Exhibit B-4, Supplies List, regarding the use of proprietary dispensers. If a new dispenser is requested by the County where there was none before, the dispenser shall be supplied by the Contractor at no additional cost to the County and installed by the County.
- 6.50.3 If the County deems additional dispensers are needed at sites, the Contractor must provide the unit at no additional cost to the County

6.51 SUPPLIES:

- 6.51.1 Exhibit B-4, Supplies List is the minimum supply requirements. Contractor must meet or exceed the quality as listed in the supply exhibit.
- 6.51.2 Cleaning solvents shall be biodegradable, phosphate free and citrus-based when their use will not compromise health and quality of service or increase operational costs.
- 6.51.3 Various County Sites are on septic systems. All products shall be septic safe and meet septic system manufacturer guidelines for cleaning products.
- 6.51.4 All surfactants and detergents shall be readily biodegradable and shall not contain phosphates as long as they do not denigrate service or equipment.
- 6.51.5 Industrial and institutional cleaning solvents hand soaps and paper products shall meet Green Seal certification standards or environmental preferably and performance standards established by the using or monitoring agency.
- 6.51.6 Samples of paper products shall be submitted to the County prior to contract award. Thirty percent postconsumer waste recycled paper shall be the standard when price and quality of service is equal and health and safety of employees is not prejudiced. Once approved, paper products shall not be changed to a lower product grade. Request to change paper products must have approval from the Facilities Management Department.
- 6.51.7 The following is a register of common supplies. Dispensers shall be furnished by the contractor at no additional cost to the County. The dispensers themselves may be proprietary; however, the paper product must be generic size. Adapters to convert a proprietary dispenser to generic paper rolls are acceptable. Not all sites require the JRT JR. toilet tissue dispensers.

1.0 Toilet Tissue

- 6.51.7.1.1 JRT JR. (approx. 1,100 ft. rolls) no less than 3.75" wide, 2-ply
- 6.51.7.1.2 Toilet tissue, standard roll, 2-ply

2.0 Paper Towels: White or Natural

- 6.51.7.2.1 Rolls no less than 8" wide, no proprietary types
- 6.51.7.2.2 C-fold, 1-ply
- 6.51.7.2.3 Single fold, 1-ply

3.0 Trash Can Liners

6.51.7.3.1	Small	24X24	.31 mil
6.51.7.3.2	Medium	30X37	.39 mil
6.51.7.3.3	Large	-40X48	.66 mil

4.0 Infectious/Biohazardous Receptacle Disposal Bags

6.51.7.4.1	Small	24X24	.31 mil
6.51.7.4.2	Medium	30X37	.39 mil
6.51.7.4.3	Large	40X48	.66 mil

Note: All infectious/biohazardous disposal bags to be “red” color; must meet OSHA regulations for waste containment; must have universal biohazardous markings; must have English/Spanish infectious waste imprint.

5.0 Toilet seat covers

6.51.7.5.1 Shall fit existing wall dispensers

6.0 Soap

6.51.7.6.1 Gravity fed hand soap dispensers

7.0 Toilet bowl/urinal deodorizers w/ screen (optional as determined by County)

~~6.51.7.7.1 Microbial/enzymatic urinal blocks which comply with EcoLogo standard CCD-165 to be used in all waterless urinal, to include compatible cleaning products. The Eco-Blue-Cube shall be used in all urinals unless noted otherwise~~

6.51.7.7.2 Zum Waterless Urinals (White Tanks Library) shall use the Zum Green Sealant

8.0 Tampons and napkin pads

9.0 Ash Tray Sand

6.51.7.9.1 Kiln dried, white only, no play sand

10.0 Septic Systems

6.51.7.10.1 Various County Sites are on septic systems. All products shall be septic safe and meet septic system manufacturer guidelines for cleaning products.

6.52 CONTRACTOR EQUIPMENT:

All electrical powered equipment utilized by the Contractor must be operating within manufacturer’s specifications and available for inspection by the County. Inspections may be conducted by FMD or the self-monitoring County department. The County reserves the right to bar Contractor’s equipment from use in County buildings if such equipment is adjudged unsafe, posing a health and/or safety hazard. Vacuum cleaners shall meet the requirements of the Carpet and Rug Institute’s “Green Label Testing Program-Vacuum Cleaner Criteria” (capable of capturing 96 percent of particles measuring 0.3 microns and operating with a sound level less than 70dBA.

Continue to systematically replace existing cleaning equipment with equipment that meets the sustainability criteria outlined in LEED IEQ Credit 3.4: Green Cleaning – Sustainable cleaning Equipment.

6.53 DAYTIME PERCENTAGE INCREASE:

6.53.1 Most sites in Exhibit B-1 are for night cleaning, a few are listed for day cleaning, and some are a mix. Should a site listed as NIGHT cleaning be converted to DAY cleaning, or a portion thereof, the daytime percentage shall be used to calculate the cost for the conversion.

6.53.2 A percent premium shall be paid to the Contractor who holds the responsibility for a County building when a County agency requests conversion from night cleaning to day cleaning, or a portion of the site. The total square foot to be converted to day cleaning will be multiplied by the global square foot price, and multiplied by the premium percentage rate, the differential becomes the *additional cost* the Contractor shall be compensated to clean the desired area during daytime hours.

6.54 GLOBAL SQUARE FOOT PRICING:

The global square foot pricing is a cost per square foot to clean a particular facility. This figure is obtained by taking the annual total cost for the facility (Labor and Supplies) divided by the total square footage of the building.

6.55 UNOCCUPIED SPACE:

6.55.1 There may be times when a portion of a building becomes “unoccupied” for various reasons. Upon notice from the County, the Contractor will be instructed to cease cleaning the unoccupied portion, and the County shall receive a credit based on the Global Square Foot Cost each day unoccupied. The total square footage of the unoccupied space will be multiplied by the facilities Global Square Foot Cost and subtracted from the total fixed rate per service day. Should the site become re-occupied, fully or partially, the cost will be recomputed.

6.55.2 In order to qualify for the unoccupied credit, the following two conditions must occur:

1.0 25% or more of the total square foot of the floor must be unoccupied, and

2.0 a minimum 30-day site un-occupancy

6.56 MATERIAL SAFETY DATA SHEETS:

6.56.1 The Contractor shall provide Material Safety Data Sheets (MSDS) that comply with OSHA Title 29, section 1910.2000 for all chemicals intended for use in County facilities. If new chemical products are introduced or new janitorial employees are hired, the Contractor is responsible for reviewing the MSDS sheets with employees and to ensure that all employees understand and are trained in the safe use of all materials. The Contractor shall provide to the County a signed affidavit stating all Contractor employees assigned to County sites have read, understand, and have been trained in the safe use of all chemicals used in the performance of their duties. The MSDS sheets must be legible, and printed in English and Spanish. Only MSDS sheets for chemicals/cleaners used on-site are to be displayed. Published books containing all industry MSDS sheets are NOT acceptable.

6.56.2 All containers of cleaning materials, both stored and used, must be properly labeled as per OSHA requirements. The County will confiscate all cleaning agents that are not properly labeled.

6.56.3 Material Safety Data Sheets (MSDS) on ALL chemicals stored and used must be kept in EVERY janitorial or storage closet in which chemicals are kept. NO EXCEPTIONS. If there are no janitorial closets in a building, the Contractor must keep the MSDS sheets readily available on the service cart. The MSDS sheets are to be readily accessible and visible, preferably attached to wall or door. Contractor shall be responsible for any fines imposed for lack of their performance regarding MSDS sheets.

6.57 SUPPLY STORAGE:

The County will provide a storage room for supplies at each site if possible. Not all sites have janitorial closets, and not all sites with janitorial closets have sink facilities. The Contractor must provide supplies via their crew trucks to sites that do not have supply room provisions. All storage areas used by the Contractor will be kept in a neat manner by the Contractor. The supply area will be kept free of any offensive odor. Damp mopping, spot cleaning, and dusting shall be done on a routine basis. All materials and supplies shall be stored in an orderly manner.

6.58 ENGLISH SPEAKING REQUIREMENT:

6.58.1 The Contractor's job supervisor porters and additional personnel as deemed necessary by the Facilities Management Department or the County Department, must be literate and fluent in the English language. There is to be at least one (1) person or more, as directed by the Facilities Management Department, or the County Using Department, on each shift on site, who can speak, read and writes English. Porters MUST speak fluent English. This is not meant to require that all Contractor personnel speak, read, and write English. Most tasks may require only the job supervisor, crew leader, or a crewmember to speak, read, and writes English. This requirement is necessary due to the following reasons, which include but are not limited to:

- 1.0 Warnings of emergencies and hazards.
- 2.0 Preparation of reports as specified.
- 3.0 Communication with Maricopa County personnel and tenants.

6.58.2 Due to the significance of the above listed reasons, the English requirement is to enhance communications between the Contractor representatives, FMD, the County Departmental personnel, between the Contractor representatives and the public. Violations shall result in the immediate removal of employees with a corresponding deduction in daily billings until satisfied.

6.59 EMPLOYEES OF THE CONTRACTOR:

6.59.1 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County Buildings. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of custodial employee from County buildings. It shall be a requirement of the Contractor to have all staff performing work at the County sites pass security screening. The cost of this requirement shall be performed by the County and the cost incurred by the County. The Contractor shall also provide the County with a current employee register quarterly. This register must contain the Name, Social Security Number, Phone Number, and Address of all employees assigned to this contract. If changes to the register occur, the Contractor must inform the County via electronic notice immediately.

6.59.2 Back Ground Checks:

Background checks will be a requirement for all employees of Contractor's staff providing services to the County. The cost of this service shall be incurred by the County.

6.59.3 Required Company Uniforms:

All employees must wear a company uniform (shirt or vest), identified with the company name at all times.

6.59.4 Removal Of Contractor's Employees:

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from the job

covered by this contract, any employee who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Maricopa County.

6.59.5 Contractor employees shall not provide access to County facilities to anyone.

6.60 CONTRACTOR GET-READY TIME LINE:

After award of this Contract, the Contractor shall have thirty (30) days to acquire equipment, staff, and all other requirements needed to perform the specifications of this Contract.

6.61 BUILDING SECURITY:

6.61.1 The Contractor's staff shall be provided keys to County facilities. These may be acquired by:

1.0 Keys stay on-site. Employee signs-out a set of keys (all looped on a single key ring) upon arrival at site, and must turn-in key set after completion of duties, or

2.0 Providing permanent key(s), wherein Contractor's employee signs for key as a responsible individual. Should an employee leave Contractor's work force, the signed for keys must be returned to the County. Keys not returned will cause the County to re-key the ENTIRE building and the cost be borne by the Contractor.

3.0 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of the Facilities Management Department.

6.61.2 Contractor shall be responsible for securing all buildings, offices, and facilities at the time of their service. Failure to comply will make Contractor responsible for all losses of County Property. If building must be re-keyed due to Contractor's staff losing key(s), or failure to return signed for keys after dismissal/departure of employee, costs of re-keying shall be borne by Contractor.

6.61.3 All entrance doors shall be locked after hours. This includes interior doors that connect rooms regularly open the public and restricted quarters. Such doors that are left unlocked in a secured area are subject to a charge.

6.61.4 Contractor's employees entering or leaving the building after hours shall make sure the doors described in §1.24.3 are locked at all times. They shall be alert upon entering and leaving buildings to ensure that no unauthorized persons are waiting to gain access to the building. Doors shall not be unlocked for anyone at anytime, or for any reason, while cleaning buildings. Janitor and storage closet doors shall be locked at all times. Fines imposed to County by local municipalities due to negligence of Contractor's staff to properly energize alarm system shall be borne by the Contractor.

6.61.5 Keys for buildings under the control of the Superior Court shall be controlled by the Superior Court Security Director.

6.62 BILLABLE WORK:

Non-scheduled work, that is, work requested that is not covered under the normal day-to-day cleaning activities, shall be billed as Time and Materials. There will be a separate line item price based on an hourly rate in Attachment A, PRICING. All additional work must be billed separately. Within twenty-four (24) hours after receiving a verbal notice to proceed, the Contractor obtains a LETTER OF AUTHORIZATION TO PROCEED from the Contract Compliance Inspector staff person or the authorized representative of the County self-monitoring department. This authorization to be attached to invoice when billed for the work.

All work NOT authorized by FMD Contract Compliance Inspector staff shall be billed directly to the department authorizing the work.

6.63 DAMAGE TO COUNTY PROPERTY:

The Contractor shall carry on the above specifications in such manner that does not damage County property. In the event damage occurs to Maricopa County property or adjacent property by reason of custodial service operations performed under this Contractor, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from monies due the Contractor. Examples of possible damages are: improper control of floor machine, causing machine to slam into baseboards, splitting, cracking, or penetrating wall; improper use of carpet cleaners that cause bleaching of colors or staining; washing of painted wall that causes discoloration or staining, or other types of damages.

6.64 REFRIGERATOR CONTENTS – DAMAGED GOODS:

Electrically controlled refrigeration units containing drugs, vaccines, serums, medical supplies, etc., wherein contents have been damaged due to electrical source of refrigerated unit circuit breaker being manually tripped 'off', (used as an on/off switch), or said equipment unplugged by Contractor's staff, shall be Contractor's responsibility to replace said drugs, vaccines, serums, or medical supplies if so damaged.

6.65 DEFINITIONS:

The following are definitions used by the County for evaluating custodial service.

- 6.65.1 CLEAN: Free from dirt, dust, lint, stain, streaks, or debris from any surface.
- ~~6.65.2~~ CLEANING OF CARPET: The term 'cleaning' of carpet shall entail using a rotating process of one time bonneting and the next time extraction.
- 6.65.3 DAMP MOPPING: A satisfactorily mopped floor is completely without dirt, dust, marks, film, streaks, debris, or standing water.
- 6.65.4 DUST MOPPING: Use of a cut-fringe or looped-end dust mop, to pickup loose dust and dirt, pieces of paper, cigarette butts, and similar materials, on non-carpeted floors.
- 6.65.5 DUSTING (VERTICAL/HORIZONTAL): A properly dusted surface is completely free of all dirt and dust, streaks, lint, dead bugs, and cobwebs.
- 6.65.6 EXTRACTION CARPET PROCESS: This process entails pre-spraying the carpet with diluted shampoo, and extraction with clear hot water.
- 6.65.7 FINISHED FLOOR (Application): A floor is satisfactorily finished when all old wax has been completely removed, and sufficient coats of sealer and wax have been applied with enough drying time between each coat to assure no streaking, bubbling and yellowing. This will include all vinyl and baseboard areas.
- 6.65.8 GLASS CLEANING: Glass is clean when all glass surfaces are completely without dirt, streaks, film, unwanted stickers or glue, and mineral deposits.
- 6.65.9 HEAVY SWEEPING: Removal of dirt and coarse debris from outdoor stairwells, sidewalks, and entrances.
- 6.65.10 HVAC: Heating Ventilation Air Conditioning
- 6.65.11 LOBBY: Access to building leading into open area. A corridor or hall connected to a larger room or series of rooms and used as a passageway for both public and building employees.
- 6.65.12 METAL CLEANING: All cleaned metal surfaces are without deposits, tarnish or streaks, and with a uniform bright appearance. Any cleaner used is to be removed from adjacent surfaces.

- 6.65.13 PLUMBING FIXTURES & DISPENSER CLEANING: Plumbing fixtures and dispensers are clean when left free of all deposits, dust, streaks, film, odor, and stain.
 - 6.65.14 POLISHING OF FINISHED FLOORS: All finished floors will be polished sufficiently for maximum gloss, removal of surface dirt, and have a uniform appearance without streaks. Only non-skid or approved finished will be used. All base molding surfaces will be protected and kept clean and uniform without marks, streaks, stains, OR DAMAGE.
 - 6.65.15 PORTER: Custodian who does minor routine cleaning of the premises, such as, but not limited to: responds to emergency cleanups; ensures supplies are stocked in restrooms/break rooms during the course of the day; dusting; light vacuuming if requested by using departments; monitors entraceways for cleanliness. (Does not: make coffee, filing, moving furniture, etc. at the pleasure of the using agency). The porter may provide some cleaning requirements as listed in §2.8 Section K and L; and Exhibit B-1, Site Locations and Data.
 - 6.65.16 PUBLIC AREA: Any open area within a building used by the public or the building employees for waiting, meeting, or conversing for County business (see also lobby).
 - 6.65.17 SCRUBBING: Scrubbing is satisfactorily performed when all surfaces are without embedded dirt, cleaning solution, film, debris, stains, streaks, marks and standing water. Floor must have a uniformly clean appearance. A plain water rinse must follow the scrubbing process immediately.
 - 6.65.18 SPOT: A small area visibly different (as in color, finish, or material) from the surrounding area. Further defined as a soiled area less than 3” in size or diameter.
 - 6.65.19 SPOT CLEANING: A surface adequately spot cleaned is free of all stains, deposits, and is free of cleaning marks.
 - 6.65.20 SPOT CLEANING CARPETS: A carpet adequately spot cleaned is free of all stains, deposits, or spills. (Exceptions: Any stain, vendor has made every attempt to remove by industry standards, and such stain has become permanent to the surface). Care will be taken to use a product for cleaning that will not harm or discolor the carpet fibers or backing.
 - 6.65.21 SPRAY BUFFING: Use of a floor machine with a white pad only, and occasional spray of floor wax to remove scuffs, minor stains, to produce a uniform luster appearance without streaks. Dust mopping afterwards to pickup any loose wax particles, dirt, debris, or foreign material.
 - 6.65.22 STAIN: A soiled or discolored area that exceeds 3” in size or diameter.
 - 6.65.23 SWEEPING/VACUUMING: A properly swept/vacuumed floor is completely free of all dirt, grit, dust, lint, and dead bugs, staples, paper clips, or any other debris.
 - 6.65.24 TRAFFIC AREA: Any area in a building where the volume of public and/or building employees traverses through and along a route.
 - 6.65.25 VACANT or UNOCCUPIED SPACE: Space vacant/unoccupied due to temporary move because of construction or departmental needs.
 - 6.65.26 WALL WASHING: After cleaning, the surfaces of all walls, ceilings, exposed pipes and equipment, will have a uniform clean appearance, free from dirt, stains, streaks, lint, and cleaning marks. Painted surfaces must not be damaged. Hard finished wainscot or glazed ceramic tile surfaces must be bright, free of film, streaks and deposits.
- 6.66 Contractor shall implement and maintain an on-going Exposure Control Plan.

This shall be a written Exposure Control Plan, documented proof of compliance with OSHA- mandated employee training, Hepatitis-B vaccination requirements, and a demonstrated history of compliance with

all aspects of OSHA's Blood Borne Pathogens Standard. Contractor is responsible for the cost of meeting all OSHA requirements

6.67 Contractor shall maintain an on-going Quality Control System.

This shall include the philosophy and methodology they plan to use to ensure quality service is performed, and how Contractor plans to apply this plan to this Contract

6.68 Contractor shall maintain an on-going Hazard Communication Program.

This shall be a written Chemical Hygiene and Safety Plan, documented proof of compliance with OSHA-mandated employee training, and demonstrated history of compliance with all aspects of OSHA's Hazard Communication Standard.

6.69 FACILITIES:

During the course of this Contract, the County shall provide the Contractor's personnel with adequate workspace as may be required by Contractor to carry out its obligation enumerated herein.

6.70 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.

6.71 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If a firm **does not** want to grant such access, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

6.72 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

**EXHIBIT B-1
SITE LOCATION AND DATA**

All square footages and counts are estimates and should be verified by the Respondent.
 If exclusions are NOT stated, the entire building shall be considered for services.
 For listings of quantities/locations of sanitary napkin machines, see Exhibit 7.

0406	<i>MCDOT - Buckeye Service Facility 26449 Highway 85 Buckeye, AZ</i>		
	<hr/>		
	4X/WK DAYS		
	Total Square Feet	<u>2,832</u>	/ sq. ft.
	Carpet	<u>0</u>	/ sq. ft.
	Hard Floor	<u>2,832</u>	/ sq. ft.
	# Restrooms	<u>3</u>	/ ea.
	# Fixtures	<u>9</u>	/ ea.
	Employees	<u>21</u>	/ ea.
	Avg. Visitors	<u>5</u>	/ daily
	<i>Special Instructions:</i>		
	Includes sign shop office		
1214	<i>Chandler WIC 3002 N. Arizona Ave. #13 Chandler, AZ</i>		
	<hr/>		
	5X/WK NIGHTS		
	Total Square Feet	<u>2,520</u>	/ sq. ft.
	Carpet	<u>1,260</u>	/ sq. ft.
	Hard Floor	<u>1,260</u>	/ sq. ft.
	# Restrooms	<u>2</u>	/ ea.
	# Fixtures	<u>6</u>	/ ea.
	Employees	<u>6</u>	/ ea.
	Avg. Visitors	<u>250</u>	/ daily
	<i>Special Instructions:</i>		
	NONE		
1217	<i>Ed Robson Branch Library 9330 E. Riggs Rd. Chandler, AZ</i>		
	<hr/>		
	3X/WK NIGHTS - M,Tu,F		
	Total Square Feet	<u>6,000</u>	/ sq. ft.
	Carpet	<u>4,467</u>	/ sq. ft.
	Hard Floor	<u>1,492</u>	/ sq. ft.
	# Restrooms	<u>2</u>	/ ea.
	# Fixtures	<u>14</u>	/ ea.
	Employees	<u>5</u>	/ ea.
	Avg. Visitors	<u>350</u>	/ daily
	<i>Special Instructions:</i>		
	Excluded: Retirement Center		
1401	<i>MCDOT - Administration 2901 W. Durango Phoenix, AZ</i>		
	<hr/>		

5X/WK NIGHTS

Total Square Feet	<u>69,720</u>	/ sq. ft.
Carpet	<u>61,027</u>	/ sq. ft.
Hard Floor	<u>8,693</u>	/ sq. ft.
# Restrooms	<u>12</u>	/ ea.
# Fixtures	<u>84</u>	/ ea.
Employees	<u>250</u>	/ ea.
Avg. Visitors	<u>60</u>	/ daily

Special Instructions:
Sanitary napkin units located in this facility

1402 *Flood Control - Administration*
2801 W. Durango
Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	<u>69,450</u>	/ sq. ft.
Carpet	<u>66,000</u>	/ sq. ft.
Hard Floor	<u>3,450</u>	/ sq. ft.
# Restrooms	<u>12</u>	/ ea.
# Fixtures	<u>74</u>	/ ea.
Employees	<u>254</u>	/ ea.
Avg. Visitors	<u>50</u>	/ daily

Special Instructions:
1 porter on duty between 8:00 AM - 5:00 PM
6 shower stalls located in building
Sanitary napkin units located in this facility

1404 *Flood Control - Operations*
2801 W. Durango
Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	<u>6,634</u>	/ sq. ft.
Carpet	<u>5,778</u>	/ sq. ft.
Hard Floor	<u>856</u>	/ sq. ft.
# Restrooms	<u>2</u>	/ ea.
# Fixtures	<u>13</u>	/ ea.
Employees	<u>30</u>	/ ea.
Avg. Visitors	<u>90</u>	/ daily

Special Instructions:
8 shower stalls located in building

1405 *MCDOT - Highway Operations*
2919 W. Durango
Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	<u>19,420</u>	/ sq. ft.
Carpet	<u>170</u>	/ sq. ft.
Hard Floor	<u>19,250</u>	/ sq. ft.
# Restrooms	<u>4</u>	/ ea.
# Fixtures	<u>27</u>	/ ea.
Employees	<u>200</u>	/ ea.
Avg. Visitors	<u>20</u>	/ daily

Special Instructions:
NONE

1408 *MCDOT - Distribution Center*
2222 S. 27th Ave.
Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	4,140 / sq. ft.
Carpet	1,940 / sq. ft.
Hard Floor	2,200 / sq. ft.
# Restrooms	3 / ea.
# Fixtures	10 / ea.
Employees	14 / ea.
Avg. Visitors	50 / daily

Special Instructions:
Excludes warehouse
Sanitary napkin units located in this facility

1409 *MCDOT - Traffic Operations*
2909 W. Durango
Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	38,213 / sq. ft.
Carpet	258 / sq. ft.
Hard Floor	37,955 / sq. ft.
# Restrooms	3 / ea.
# Fixtures	26 / ea.
Employees	200 / ea.
Avg. Visitors	20 / daily

Special Instructions:
Includes gym w/ 2 shower stalls
Sanitary napkin units located in this facility

1414 *Facilities Management - Durango Operations*
2401 N. 28th Dr.
Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	2,411 / sq. ft.
Carpet	945 / sq. ft.
Hard Floor	245 / sq. ft.
# Restrooms	2 / ea.
# Fixtures	12 / ea.
Employees	30 / ea.
Avg. Visitors	10 / daily

Special Instructions:
NONE

1417 *Animal Care and Control*
2500 South 27th Ave
Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	43,520 / sq. ft.
Carpet	/ sq. ft.

Hard Floor	<u>43,520</u> / sq. ft.
# Restrooms	<u>7</u> / ea.
# Fixtures	<u>39</u> / ea.
Employees	<u>72</u> / ea.
Avg. Visitors	<u>100</u> / daily
<i>Special Instructions:</i>	
NONE	

1501 *Equipment Services*
 3325 W. Durango
 Phoenix, AZ

5X/WK DAYS	
Total Square Feet	<u>1,990</u> / sq. ft.
Carpet	<u>945</u> / sq. ft.
Hard Floor	<u>245</u> / sq. ft.
# Restrooms	<u>2</u> / ea.
# Fixtures	<u>9</u> / ea.
Employees	<u>65</u> / ea.
Avg. Visitors	<u>100</u> / daily
<i>Special Instructions:</i>	
Includes mechanics restroom/locker room adjacent to shop area, and service writers restroom; Excludes shop areas	

1501 *MCSO - Jail Investigation*
 3325 W. Durango
 Phoenix, AZ

5X/WK DAYS	
Total Square Feet	<u>5,456</u> / sq. ft.
Carpet	<u>5,082</u> / sq. ft.
Hard Floor	<u>374</u> / sq. ft.
# Restrooms	<u>2</u> / ea.
# Fixtures	<u>24</u> / ea.
Employees	<u>15</u> / ea.
Avg. Visitors	<u>10</u> / daily
<i>Special Instructions:</i>	

1511 *Telecommunications*
 3324 W. Gibson Lane
 Phoenix, AZ

5X/WK DAYS	
Total Square Feet	<u>3,163</u> / sq. ft.
Carpet	<u>1,684</u> / sq. ft.
Hard Floor	<u>1,479</u> / sq. ft.
# Restrooms	<u>3</u> / ea.
# Fixtures	<u>8</u> / ea.
Employees	<u>25</u> / ea.
Avg. Visitors	<u>25</u> / daily
<i>Special Instructions:</i>	
Excludes shop	

1513 *ADP Custody Service Center / Suite 400*
 3325 W. Gibson Ln.
 Phoenix, AZ

5X/WK NIGHTS		
Total Square Feet	4,494	/ sq. ft.
Carpet	4,494	/ sq. ft.
Hard Floor		/ sq. ft.
# Restrooms	Share	/ ea.
# Fixtures	0	/ ea.
Employees	34	/ ea.
Avg. Visitors	20	/ daily

Special Instructions:
 See parking garage cleaning requirements
 6 floors; 3 elevators
 Includes security office (location of RR)

1513 *Durango Parking Garage / Suite 300*
 3325 W. Gibson Ln.
 Phoenix, AZ

5X/WK NIGHTS		
Total Square Feet	5,927	/ sq. ft.
Carpet	2,421	/ sq. ft.
Hard Floor	3,506	/ sq. ft.
# Restrooms	2	/ ea.
# Fixtures	15	/ ea.
Employees	50	/ ea.
Avg. Visitors	15	/ daily

1513 *Durango Parking Garage / Protective Services*
 3325 W. Gibson Ln.
 Phoenix, AZ

5X/WK NIGHTS		
Total Square Feet	1,957	/ sq. ft.
Carpet	0	/ sq. ft.
Hard Floor	1,957	/ sq. ft.
# Restrooms	1	/ ea.
# Fixtures	2	/ ea.
Employees	15	/ ea.
Avg. Visitors	1	/ daily

1702 *Juvenile - Probation Administration*
 3125 W. Durango
 Phoenix, AZ

5X/WK NIGHTS		
Total Square Feet	12,875	/ sq. ft.
Carpet	3,754	/ sq. ft.
Hard Floor	2,151	/ sq. ft.
# Restrooms	2	/ ea.
# Fixtures	10	/ ea.
Employees	50	/ ea.
Avg. Visitors	200	/ daily

Special Instructions:

1703 *Juvenile - Intake*
 3125 W. Durango
 Phoenix, AZ

5X/WK NIGHTS	
Total Square Feet	<u>11,000</u> / sq. ft.
Carpet	<u>1,253</u> / sq. ft.
Hard Floor	<u>9,847</u> / sq. ft.
# Restrooms	<u>4</u> / ea.
# Fixtures	<u>14</u> / ea.
Employees	<u>50</u> / ea.
Avg. Visitors	<u>50</u> / daily

Special Instructions:

Sanitary napkin units located in this facility

1704 *Juvenile - Administration*
 3125 W. Durango
 Phoenix, AZ

5X/WK NIGHTS	
Total Square Feet	<u>20,884</u> / sq. ft.
Carpet	<u>19,541</u> / sq. ft.
Hard Floor	<u>1,343</u> / sq. ft.
# Restrooms	<u>3</u> / ea.
# Fixtures	<u>17</u> / ea.
Employees	<u>110</u> / ea.
Avg. Visitors	<u>100</u> / daily

Special Instructions:

Sanitary napkin units located in this facility

1715 *Juvenile - Courts*
 3131 W. Durango
 Phoenix, AZ

5X/WK NIGHTS	
Total Square Feet	<u>135,629</u> / sq. ft.
Carpet	<u>110,947</u> / sq. ft.
Hard Floor	<u>23,682</u> / sq. ft.
# Restrooms	<u>28</u> / ea.
# Fixtures	<u>127</u> / ea.
Employees	<u>260</u> / ea.
Avg. Visitors	<u>700</u> / daily

Special Instructions:

1 porter on duty between 8:00 AM - 5:00 PM

Sanitary napkin units located in this facility

1910 *MCSO - Vehicle Processing Center*
 3465 W. Durango
 Phoenix, AZ

5X/WK NIGHTS	
Total Square Feet	<u>55</u> / sq. ft.
Carpet	<u>0</u> / sq. ft.
Hard Floor	<u>55</u> / sq. ft.

# Restrooms	<u>1</u>	/ ea.
# Fixtures	<u>2</u>	/ ea.
Employees	<u>2</u>	/ ea.
Avg. Visitors	<u>15</u>	/ daily

Special Instructions:

Only restrooms are cleaned - no office space

1914 MCSO - Motorcycle Division
3375 W. Durango
Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	<u>1,590</u>	/ sq. ft.
Carpet	<u>540</u>	/ sq. ft.
Hard Floor	<u>1,050</u>	/ sq. ft.
# Restrooms	<u>0</u>	/ ea.
# Fixtures	<u>0</u>	/ ea.
Employees	<u>2</u>	/ ea.
Avg. Visitors	<u>2</u>	/ daily

Special Instructions:

NONE

1915N Durango Adult Probation
3355 W. Durango
Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	<u>9,020</u>	/ sq. ft.
Carpet	<u>8,010</u>	/ sq. ft.
Hard Floor	<u>1,010</u>	/ sq. ft.
# Restrooms	<u>2</u>	/ ea.
# Fixtures	<u>13</u>	/ ea.
Employees	<u>6</u>	/ ea.
Avg. Visitors	<u>40</u>	/ daily

Special Instructions:

Sanitary napkin units located in this facility

1915S MCSO - Fleet Management
3355 W. Durango
Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	<u>3,950</u>	/ sq. ft.
Carpet	<u>3,358</u>	/ sq. ft.
Hard Floor	<u>592</u>	/ sq. ft.
# Restrooms	<u>0</u>	/ ea.
# Fixtures	<u>0</u>	/ ea.
Employees	<u>15</u>	/ ea.
Avg. Visitors	<u>20</u>	/ daily

Special Instructions:

Sanitary napkin units located in this facility

1917 MCSO - Fleet Management
3345 W. Durango
Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	<u>768</u>	/ sq. ft.
Carpet	<u>0</u>	/ sq. ft.
Hard Floor	<u>768</u>	/ sq. ft.
# Restrooms	<u>1</u>	/ ea.
# Fixtures	<u>2</u>	/ ea.
Employees	<u>2</u>	/ ea.
Avg. Visitors	<u>2</u>	/ daily

Special Instructions:

Sanitary napkin units located in this facility

1920 *MCSO - S.W.A.T. & Canine (north side)*
 3335 W. Durango
 Phoenix, AZ

5X/WK DAYS

Total Square Feet	<u>7,761</u>	/ sq. ft.
Carpet	<u>7,000</u>	/ sq. ft.
Hard Floor	<u>761</u>	/ sq. ft.
# Restrooms	<u>2</u>	/ ea.
# Fixtures	<u>13</u>	/ ea.
Employees	<u>20</u>	/ ea.
Avg. Visitors	<u>50</u>	/ daily

Special Instructions:

NONE

1920 *MCSO - General Investigations (south side)*
 3335 W. Durango
 Phoenix, AZ

5X/WK DAYS

Total Square Feet	<u>14,726</u>	/ sq. ft.
Carpet	<u>14,080</u>	/ sq. ft.
Hard Floor	<u>646</u>	/ sq. ft.
# Restrooms	<u>2</u>	/ ea.
# Fixtures	<u>11</u>	/ ea.
Employees	<u>70</u>	/ ea.
Avg. Visitors	<u>8</u>	/ daily

Special Instructions:

NONE

2006 *Equipment Services*
 16821 N. Dysart Rd.
 Surprise, AZ

5X/WK NIGHTS

Total Square Feet	<u>420</u>	/ sq. ft.
Carpet	<u>0</u>	/ sq. ft.
Hard Floor	<u>420</u>	/ sq. ft.
# Restrooms	<u>2</u>	/ ea.
# Fixtures	<u>4</u>	/ ea.
Employees	<u>14</u>	/ ea.
Avg. Visitors	<u>80</u>	/ daily

Special Instructions:

Restrooms only -- no offices

2009	<i>El Mirage Branch Library</i> 14011 N. 1st Ave. El Mirage, AZ	
	<hr/>	
	3X/WK DAYS - M,W,F	
	Total Square Feet	2,614 / sq. ft.
	Carpet	2,422 / sq. ft.
	Hard Floor	192 / sq. ft.
	# Restrooms	2 / ea.
	# Fixtures	4 / ea.
	Employees	3 / ea.
	Avg. Visitors	1,445 / daily
	<i>Special Instructions:</i> NONE	
2025	<i>MCDOT - Northwest Service Facility</i> 12975 W. Bell Rd. Surprise, AZ	
	<hr/>	
	4X/WK DAYS	
	Total Square Feet	7,363 / sq. ft.
	Carpet	2,386 / sq. ft.
	Hard Floor	4,977 / sq. ft.
	# Restrooms	4 / ea.
	# Fixtures	20 / ea.
	Employees	20 / ea.
	Avg. Visitors	50 / daily
	<i>Special Instructions:</i> 3 showers at this facility	
2029	<i>Superior Court - Northwest Facility</i> 14264 W. Tierra Buena Ln. Surprise, AZ	
	<hr/>	
	5X/WK NIGHTS	
	Total Square Feet	25,000 / sq. ft.
	Carpet	16,900 / sq. ft.
	Hard Floor	8,010 / sq. ft.
	# Restrooms	8 / ea.
	# Fixtures	24 / ea.
	Employees	45 / ea.
	Avg. Visitors	200 / daily
	<i>Special Instructions:</i> Sanitary napkin units located in this facility	
2033	<i>Superior Court - Northwest Regional Court</i> 14264 W. Tierra Buena Ln. Surprise, AZ	
	<hr/>	
	5X/WK NIGHTS	
	Total Square Feet	25,000 / sq. ft.
	Carpet	16,900 / sq. ft.
	Hard Floor	8,010 / sq. ft.
	# Restrooms	8 / ea.
	# Fixtures	24 / ea.

Employees	<u>45</u>	/ ea.
Avg. Visitors	<u>200</u>	/ daily

Special Instructions:

1 porter on duty between 8:00 AM - 5:00 PM
 Sanitary napkin units located in this facility

2310 *Adult Probation*
 6655 W. Glendale
 Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	<u>44,846</u>	/ sq. ft.
Carpet	<u>22,824</u>	/ sq. ft.
Hard Floor	<u>22,002</u>	/ sq. ft.
# Restrooms	<u>17</u>	/ ea.
# Fixtures	<u>68</u>	/ ea.
Employees	<u>174</u>	/ ea.
Avg. Visitors	<u>230</u>	/ daily

Special Instructions:

NONE

2316 *Assessor - Northwest Office*
 16700 N. 51st Ave. #F1-F3
 Phoenix, AZ

3X/WK NIGHTS - M,W,F

Total Square Feet	<u>6,610</u>	/ sq. ft.
Carpet	<u>6,043</u>	/ sq. ft.
Hard Floor	<u>567</u>	/ sq. ft.
# Restrooms	<u>3</u>	/ ea.
# Fixtures	<u>10</u>	/ ea.
Employees	<u>20</u>	/ ea.
Avg. Visitors	<u>30</u>	/ daily

Special Instructions:

NONE

2403 *Guadalupe Branch Library*
 9241 S. Avenida del Yaqui
 Guadalupe, AZ 85283

3X/WK NIGHTS - M,Tu,F

Total Square Feet	<u>3,776</u>	/ sq. ft.
Carpet	<u>3,676</u>	/ sq. ft.
Hard Floor	<u>100</u>	/ sq. ft.
# Restrooms	<u>1</u>	/ ea.
# Fixtures	<u>2</u>	/ ea.
Employees	<u>4</u>	/ ea.
Avg. Visitors	<u>200</u>	/ daily

Special Instructions:

2406 *Guadalupe WIC*
 9206 S. Avenida del Yaqui
 Guadalupe, AZ

4X/WK NIGHTS - M,Tu,W,Th

Total Square Feet	<u>1,920</u>	/ sq. ft.
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Carpet	<u>570</u>	/ sq. ft.
Hard Floor	<u>1,350</u>	/ sq. ft.
# Restrooms	<u>2</u>	/ ea.
# Fixtures	<u>5</u>	/ ea.
Employees	<u>5</u>	/ ea.
Avg. Visitors	<u>175</u>	/ daily

Special Instructions:

Closed Fridays -- no cleaning

2601 *Litchfield Park Branch Library*
101 W. Wigwam Blvd.
Litchfield Park, AZ

3X/WK DAYS - M,W,F

Total Square Feet	<u>6,701</u>	/ sq. ft.
Carpet	<u>6,001</u>	/ sq. ft.
Hard Floor	<u>700</u>	/ sq. ft.
# Restrooms	<u>4</u>	/ ea.
# Fixtures	<u>9</u>	/ ea.
Employees	<u>10</u>	/ ea.
Avg. Visitors	<u>2,500</u>	/ daily

Special Instructions:

NONE

2801 *Justice Court - West Mesa*
2050 W. University
Mesa, AZ

5X/WK NIGHTS

Total Square Feet	<u>8,300</u>	/ sq. ft.
Carpet	<u>6,700</u>	/ sq. ft.
Hard Floor	<u>1,600</u>	/ sq. ft.
# Restrooms	<u>5</u>	/ ea.
# Fixtures	<u>10</u>	/ ea.
Employees	<u>15</u>	/ ea.
Avg. Visitors	<u>100</u>	/ daily

Special Instructions:

NONE

2809 *Mesa WIC*
423 N. Country Club Dr. #45
Mesa, AZ

5X/WK NIGHTS

Total Square Feet	<u>3,600</u>	/ sq. ft.
Carpet	<u>600</u>	/ sq. ft.
Hard Floor	<u>3,000</u>	/ sq. ft.
# Restrooms	<u>2</u>	/ ea.
# Fixtures	<u>8</u>	/ ea.
Employees	<u>14</u>	/ ea.
Avg. Visitors	<u>260</u>	/ daily

Special Instructions:

NONE

2811 *Assessor - Mesa Office*
 943 S. Gilbert #102-104
 Mesa, AZ

3X/WK NIGHTS - M,W,F

Total Square Feet	<u>7,272</u>	/ sq. ft.
Carpet	<u>5,879</u>	/ sq. ft.
Hard Floor	<u>1,393</u>	/ sq. ft.
# Restrooms	<u>3</u>	/ ea.
# Fixtures	<u>7</u>	/ ea.
Employees	<u>25</u>	/ ea.
Avg. Visitors	<u>20</u>	/ daily

Special Instructions:
 NONE

2814 *Adult Probation*
 245 Centennial Way
 Mesa, AZ

5X/WK NIGHTS

Total Square Feet	<u>26,685</u>	/ sq. ft.
Carpet	<u>13,720</u>	/ sq. ft.
Hard Floor	<u>12,965</u>	/ sq. ft.
# Restrooms	<u>5</u>	/ ea.
# Fixtures	<u>16</u>	/ ea.
Employees	<u>148</u>	/ ea.
Avg. Visitors	<u>200</u>	/ daily

Special Instructions:
 NONE

2852 *Equipment Services - Mesa Service Station*
 155 E. Coury Ave.
 Mesa, AZ

3X/WK DAYS - M,W,F

Total Square Feet	<u>300</u>	/ sq. ft.
Carpet	<u>0</u>	/ sq. ft.
Hard Floor	<u>300</u>	/ sq. ft.
# Restrooms	<u>2</u>	/ ea.
# Fixtures	<u>4</u>	/ ea.
Employees	<u>2</u>	/ ea.
Avg. Visitors	<u>25</u>	/ daily

Special Instructions:
 Clean only between 3:00 - 5:00 PM

2853 *MCSO - Mesa Substation*
 1840 S. Lewis
 Mesa, AZ

3X/WK DAYS - M,W,F

Total Square Feet	<u>10,263</u>	/ sq. ft.
Carpet	<u>9,163</u>	/ sq. ft.
Hard Floor	<u>1,100</u>	/ sq. ft.
# Restrooms	<u>8</u>	/ ea.
# Fixtures	<u>22</u>	/ ea.

Employees	<u>75</u> / ea.
Avg. Visitors	<u>12</u> / daily
<i>Special Instructions:</i>	
NONE	

2855 *Southeast Public Facility*
 222 E. Javelina
 Mesa, AZ

5X/WK NIGHTS (SOME DAY CLEANING)

Total Square Feet	<u>136,976</u> / sq. ft.
Carpet	<u>78,564</u> / sq. ft.
Hard Floor	<u>58,412</u> / sq. ft.
# Restrooms	<u>50</u> / ea.
# Fixtures	<u>200</u> / ea.
Employees	<u>600</u> / ea.
Avg. Visitors	<u>2,000</u> / daily
<i>Special Instructions:</i>	
1 porter on duty between 8:00 AM - 5:00 PM	
Day cleaning by porter:	
Exhibit Office 805 sq. ft.	
Expedited Service 690 sq. ft.	
Sanitary napkin units located in this facility	

2856 *Juvenile - SE Complex*
 1810 S. Lewis
 Mesa, AZ

5X/WK NIGHTS (SOME DAY CLEANING)

Total Square Feet	<u>75,095</u> / sq. ft.
Carpet	<u>67,695</u> / sq. ft.
Hard Floor	<u>7,400</u> / sq. ft.
# Restrooms	<u>18</u> / ea.
# Fixtures	<u>97</u> / ea.
Employees	<u>300</u> / ea.
Avg. Visitors	<u>1,800</u> / daily
<i>Special Instructions:</i>	
Day cleaning by janitorial staff:	
Clerk of Court 4,170 sq. ft.	
Filing Room 2,094 sq. ft.	
Sanitary napkin units located in this facility	

2858 *Apache/Greenfield WIC*
 4919 E. Main St.
 Mesa, AZ

4X/WK NIGHTS

Total Square Feet	<u>1,400</u> / sq. ft.
Carpet	<u>0</u> / sq. ft.
Hard Floor	<u>1,400</u> / sq. ft.
# Restrooms	<u>2</u> / ea.
# Fixtures	<u>5</u> / ea.
Employees	<u>6</u> / ea.
Avg. Visitors	<u>127</u> / daily
<i>Special Instructions:</i>	
Closed Fridays	

2860 *Juvenile - Mesa Parking Garage*
 1620 S. Lewis
 Mesa, AZ

3X/WK DAYS - M,W,F

Total Square Feet	960	/ sq. ft.
Carpet	0	/ sq. ft.
Hard Floor	960	/ sq. ft.
# Restrooms	0	/ ea.
# Fixtures	0	/ ea.
Employees	n/a	/ ea.
Avg. Visitors	150	/ daily

Special Instructions:
 See parking garage cleaning requirements
 4 floors, 1 elevator

2871 *Juvenile - New Addition*
 1840 S. Lewis
 Mesa, AZ

7X/WK NIGHTS

Total Square Feet	12,777	/ sq. ft.
Carpet	8,487	/ sq. ft.
Hard Floor	4,290	/ sq. ft.
# Restrooms	6	/ ea.
# Fixtures	18	/ ea.
Employees	13	/ ea.
Avg. Visitors	100	/ daily

Special Instructions:
 7-day cleaning schedule
 Excluded: Employee break room

3105 *Human Services - Workforce Connections*
 9770 W. Peoria
 Peoria, AZ

5X/WK NIGHTS

Total Square Feet	12,789	/ sq. ft.
Carpet	10,357	/ sq. ft.
Hard Floor	2,432	/ sq. ft.
# Restrooms	3	/ ea.
# Fixtures	8	/ ea.
Employees	25	/ ea.
Avg. Visitors	150	/ daily

Special Instructions:
 NONE

3204 *Sunnyslope WIC*
 9100 N. Central Ave.
 Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	3,000	/ sq. ft.
Carpet	100	/ sq. ft.
Hard Floor	2,900	/ sq. ft.

# Restrooms	<u>3</u>	/ ea.
# Fixtures	<u>8</u>	/ ea.
Employees	<u>10</u>	/ ea.
Avg. Visitors	<u>300</u>	/ daily

Special Instructions:
NONE

3301 Superior Court - West Court Building
111 S. 3rd Ave.
Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	<u>123,567</u>	/ sq. ft.
Carpet	<u>62,765</u>	/ sq. ft.
Hard Floor	<u>60,802</u>	/ sq. ft.
# Restrooms	<u>27</u>	/ ea.
# Fixtures	<u>120</u>	/ ea.
Employees	<u>350</u>	/ ea.
Avg. Visitors	<u>2,000</u>	/ daily

Special Instructions:
Sanitary napkin units located in this facility

3303 Superior Court - East Court Building
101 W. Jefferson St.
Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	<u>150,529</u>	/ sq. ft.
Carpet	<u>99,404</u>	/ sq. ft.
Hard Floor	<u>51,125</u>	/ sq. ft.
# Restrooms	<u>105</u>	/ ea.
# Fixtures	<u>265</u>	/ ea.
Employees	<u>900</u>	/ ea.
Avg. Visitors	<u>1,500</u>	/ daily

Special Instructions:
1 porter on duty between 8:00 AM - 5:00 PM
Sanitary napkin units located in this facility

3304 Supervisors Auditorium
205 W. Jefferson St.
Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	<u>5,208</u>	/ sq. ft.
Carpet	<u>1,342</u>	/ sq. ft.
Hard Floor	<u>3,866</u>	/ sq. ft.
# Restrooms	<u>4</u>	/ ea.
# Fixtures	<u>14</u>	/ ea.
Employees	<u>0</u>	/ ea.
Avg. Visitors	<u>100</u>	/ weekly

Special Instructions:
Sanitary napkin units located in this facility

3305 *Superior Court - Central Court Building*
 201 W. Jefferson St.
 Phoenix, AZ

5X/WK NIGHTS		
Total Square Feet	<u>262,072</u>	/ sq. ft.
Carpet	<u>154,840</u>	/ sq. ft.
Hard Floor	<u>107,232</u>	/ sq. ft.
# Restrooms	<u>104</u>	/ ea.
# Fixtures	<u>350</u>	/ ea.
Employees	<u>900</u>	/ ea.
Avg. Visitors	<u>2,000</u>	/ daily

Special Instructions:

2 porters on duty between 8:00 AM - 5:00 PM
 Sanitary napkin units located in this facility

***ADDED EFF. 12/09/2016**

*3307 *Law Library Resource Center*
 101 W. Jefferson St.
 Phoenix, AZ

5X/WK NIGHTS		
Total Square Feet	<u>12,000</u>	/ sq. ft.
Carpet	<u>11,013</u>	/ sq. ft.
Hard Floor	<u>987</u>	/ sq. ft.
# Restrooms	<u>2</u>	/ ea.
# Fixtures	<u>16</u>	/ ea.
Employees	<u>50</u>	/ ea.
Avg. Visitors	<u>100</u>	/ daily

Special Instructions:

NONE

3311 *Facilities Management & Garage*
 401 W. Jefferson St.
 Phoenix, AZ

5X/WK NIGHTS		
Total Square Feet	<u>13,575</u>	/ sq. ft.
Carpet	<u>9,360</u>	/ sq. ft.
Hard Floor	<u>4,215</u>	/ sq. ft.
# Restrooms	<u>2</u>	/ ea.
# Fixtures	<u>20</u>	/ ea.
Employees	<u>80</u>	/ ea.
Avg. Visitors	<u>50</u>	/ daily

Special Instructions:

See also parking garage cleaning requires
 Includes bridge to Administration Building
 Garage has 5 floors, 3 elevators
 Sanitary napkin units located in this facility
 Waterless urinals located in this facility

3311 *Equipment Services - Downtown Station*
 120 S. 4th Ave.
 Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	400	/ sq. ft.
Carpet	0	/ sq. ft.
Hard Floor	400	/ sq. ft.
# Restrooms	2	/ ea.
# Fixtures	5	/ ea.
Employees	2	/ ea.
Avg. Visitors	100	/ daily

Special Instructions:
 Office, restrooms, empty trash on fuel island,
 in shop: sink, water fountain

3315 *Jackson St. Customer Service Center / Garage*
 601 W. Jackson St.
 Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	101,355	/ sq. ft.
Carpet	44,085	/ sq. ft.
Hard Floor	57,270	/ sq. ft.
# Restrooms	9	/ ea.
# Fixtures	44	/ ea.
Employees	n/a	/ ea.
Avg. Visitors	4,000	/ daily

Special Instructions:
 See also parking garage cleaning requires
 Garage has 9 floors, 4 elevators
 Sanitary napkin units located in this facility

3317 *Star Call Center*
 701 W. Jefferson St.
 Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	13,503	/ sq. ft.
Carpet	11,352	/ sq. ft.
Hard Floor	2,151	/ sq. ft.
# Restrooms	2	/ ea.
# Fixtures	11	/ ea.
Employees	100	/ ea.
Avg. Visitors	0	/ daily

Special Instructions:
 NONE

3317 *Forensic Science Garage*
 701 W. Jefferson St.
 Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	3,814	/ sq. ft.
Carpet		/ sq. ft.
Hard Floor	3,814	/ sq. ft.

# Restrooms	_____	/ ea.
# Fixtures	_____	/ ea.
Employees	162	/ ea.
Avg. Visitors	60	/ daily

Special Instructions:

See also parking garage cleaning requires
Garage has 8 floors, 4 elevators

3318 *MCSO Headquarters*
550 West Jackson Street
Phoenix, AZ

5X/WK DAYS

Total Square Feet	107,289	/ sq. ft.
Carpet	60,020	/ sq. ft.
Hard Floor	47,809	/ sq. ft.
# Restrooms	18	/ ea.
# Fixtures	113	/ ea.
Employees	325	/ ea.
Avg. Visitors	30	/ daily

Special Instructions:

NONE

*3318 *MCSO Headquarters*
550 West Jackson Street – 2nd Floor Only
Phoenix, AZ

2X/WK DAYS – SATURDAY & SUNDAY

Total Square Feet	11,231	/ sq. ft.
Carpet	11,000	/ sq. ft.
Hard Floor	231	/ sq. ft.
# Restrooms	2	/ ea.
# Fixtures	10	/ ea.
Employees	40	/ ea.
Avg. Visitors	10	/ daily

Special Instructions:

**WEEKEND SERVICE: Only trash, RR and Break
Room cleaning, and spot vacuuming**

3320 *Forensic Science Center*
701 W. Jefferson St.
Phoenix, AZ

5X/WK DAYS

Total Square Feet	36,348	/ sq. ft.
Carpet	13,333	/ sq. ft.
Hard Floor	19,976	/ sq. ft.
# Restrooms	10	/ ea.
# Fixtures	28	/ ea.
Employees	62	/ ea.
Avg. Visitors	60	/ daily

Special Instructions:

Clean between 10:30 AM - 7:00 PM
Sanitary napkin units located in this facility

3321 *Santa Fe Train Depot*
501 W. Jackson St. #A
Phoenix, AZ

5X/WK NIGHTS

	15,000	
Total Square Feet	<u>2,943</u>	/ sq. ft.
	9,950	
Carpet	<u>643</u>	/ sq. ft.
	5,050	
Hard Floor	<u>2,300</u>	/ sq. ft.
# Restrooms	<u>23</u>	/ ea.
	12	
# Fixtures	<u>10</u>	/ ea.
	65	
Employees	<u>4</u>	/ ea.
	15	
Avg. Visitors	<u>20</u>	/ daily

Special Instructions:
 NONE

3325 *Downtown Court Tower*
175 W. Madison St.
Phoenix, AZ

5X/WK NIGHTS

	373,681	
Total Square Feet	<u>478,015</u>	/ sq. ft.
	280,203	
Carpet	<u>280,203</u>	/ sq. ft.
	197,812	
Hard Floor	<u>197,812</u>	/ sq. ft.
# Restrooms	<u>193</u>	/ ea.
# Fixtures	<u>655</u>	/ ea.
#Restrooms - Holding.....	<u>187</u>	/ ea.
#Fixtures - Comby Units.....	<u>187</u>	/ ea.
Employees	<u>300</u>	/ ea. (Estimated)
Avg. Visitors	<u>1,500</u>	/ daily (Estimated)

Special Instructions:
 2 porters on duty between 8:00 AM - 5:00 PM

3401 *Superior Court - Old Courthouse*
125 W. Washington St.
Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	<u>77,007</u>	/ sq. ft.
	35,662	
Carpet	<u>35,662</u>	/ sq. ft.
	41,345	
Hard Floor	<u>41,345</u>	/ sq. ft.
# Restrooms	<u>24</u>	/ ea.
# Fixtures	<u>64</u>	/ ea.
Employees	<u>180</u>	/ ea.
Avg. Visitors	<u>450</u>	/ daily

Special Instructions:
 Sanitary napkin units located in this facility

3801 *Emergency Management*
2035 N. 52nd St.
Phoenix, AZ

5X/WK DAYS

Total Square Feet	<u>7,500</u>	/ sq. ft.
Carpet	<u>842</u>	/ sq. ft.
Hard Floor	<u>6,658</u>	/ sq. ft.
# Restrooms	<u>2</u>	/ ea.
# Fixtures	<u>17</u>	/ ea.
Employees	<u>15</u>	/ ea.
Avg. Visitors	<u>15</u>	/ daily

Special Instructions:

Clean only between 3:00 PM - 5:00 PM
4 showers at this facility

3843 *North Valley WIC*
19401 N. Cave Creek Rd. #8 & #9
Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	<u>2,850</u>	/ sq. ft.
Carpet	<u>0</u>	/ sq. ft.
Hard Floor	<u>2,850</u>	/ sq. ft.
# Restrooms	<u>2</u>	/ ea.
# Fixtures	<u>5</u>	/ ea.
Employees	<u>6</u>	/ ea.
Avg. Visitors	<u>200</u>	/ daily

Special Instructions:

NONE

3846 *Public Health*
1645 E. Roosevelt
Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	<u>53,000</u>	
Carpet	<u>14,683</u>	
Hard Floor	<u>38,317</u>	
# Restrooms	<u>12</u>	
# Fixtures	<u>120</u>	
Employees	<u>125</u>	
Avg. Visitors	<u>500</u>	

Special Instructions:

1 porter on duty between 9:00 AM - 5:00 PM

3853 *Northeast Consolidated Courts*
18380 N. 40th St.
Phoenix, AZ

5X/WK NIGHTS (SOME DAY CLEANING)

Total Square Feet	<u>104,295</u>	/ sq. ft.
Carpet	<u>69,530</u>	/ sq. ft.
Hard Floor	<u>34,765</u>	/ sq. ft.
# Restrooms	<u>32</u>	/ ea.
# Fixtures	<u>102</u>	/ ea.
Employees	<u>300</u>	/ ea.
Avg. Visitors	<u>600</u>	/ daily

Special Instructions:

1 porter on duty between 8:00 AM - 5:00 PM

Day clean areas--
 Clerk of Court; 1,645 sq. ft. Rms 263,259, 266, 260
 Justice Court; 1,057 sq. ft. Rms 309, 316, 317, 318, 319, 320,
 321, 314, 314A
 Sanitary napkin units located in this facility

3857 *Hatcher Adult Probation*
 333 West Hatcher
 Phoenix, AZ

5X/WK NIGHTS (SOME DAY CLEANING)

Total Square Feet	7,981	/ sq. ft.
Carpet	2,888	/ sq. ft.
Hard Floor	4,104	/ sq. ft.
# Restrooms	4	/ ea.
# Fixtures	11	/ ea.
Employees	25	/ ea.
Avg. Visitors	100	/ daily

Special Instructions:
 NONE

3913 *Agricultural Extension Co-op*
 4345 E. Broadway Rd.
 Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	16,500	/ sq. ft.
Carpet	11,500	/ sq. ft.
Hard Floor	5,000	/ sq. ft.
# Restrooms	7	/ ea.
# Fixtures	29	/ ea.
Employees	80	/ ea.
Avg. Visitors	120	/ daily

Special Instructions:
 NONE

3933 *Adult Probation*
 3535 S. 7th St.
 Phoenix, AZ

5X/WK DAYS

Total Square Feet	5,422	/ sq. ft.
Carpet	3,081	/ sq. ft.
Hard Floor	2,341	/ sq. ft.
# Restrooms	4	/ ea.
# Fixtures	9	/ ea.
Employees	60	/ ea.
Avg. Visitors	150	/ daily

Special Instructions:
 Clean only between 7:00 AM - 11:00 AM
 Sanitary napkin units located in this facility

3934 *South Phoenix WIC*
 438 E. Southern
 Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	<u>4,048</u>	/ sq. ft.
Carpet	<u>0</u>	/ sq. ft.
Hard Floor	<u>4,048</u>	/ sq. ft.
# Restrooms	<u>2</u>	/ ea.
# Fixtures	<u>7</u>	/ ea.
Employees	<u>13</u>	/ ea.
Avg. Visitors	<u>142</u>	/ daily
<i>Special Instructions:</i>		
NONE		

4039 *One West Madison*
One West Madison
Phoenix, AZ

Total Square Feet	<u>25,000</u>	/ sq. ft.
Carpet	<u>16,070</u>	/ sq. ft.
Hard Floor	<u>8,930</u>	/ sq. ft.
# Restrooms	<u>12</u>	/ ea.
# Fixtures	<u>43</u>	/ ea.
Employees	<u>50</u>	/ ea.
Avg. Visitors	<u>70</u>	/ daily
Special Instructions		

4040 *Seventh Avenue WIC*
1260 S. 7th Ave
Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	<u>5,016</u>	/ sq. ft.
Carpet	<u>0</u>	/ sq. ft.
Hard Floor	<u>5,016</u>	/ sq. ft.
# Restrooms	<u>23</u>	/ ea.
# Fixtures	<u>5</u>	/ ea.
Employees	<u>13</u>	/ ea.
Avg. Visitors	<u>265</u>	/ daily
<i>Special Instructions:</i>		
NONE		

4051 *Human Services Homeless Campus*
220 S. 12 Ave.
Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	<u>15,216</u>	/ sq. ft.
Carpet	<u>3,800</u>	/ sq. ft.
Hard Floor	<u>11,416</u>	/ sq. ft.
# Restrooms	<u>6</u>	/ ea.
# Fixtures	<u>34</u>	/ ea.
Employees	<u>30</u>	/ ea.
Avg. Visitors	<u>100</u>	/ daily
<i>Special Instructions:</i>		
NONE		

4052 *Chambers Building*
301 South 4th Ave
Phoenix, AZ

5X/WK NIGHTS

	65,498	
Total Square Feet	<u>69,605</u>	/ sq. ft.
	43,378	
Carpet	<u>62,644</u>	/ sq. ft.
	12,060	
Hard Floor	<u>6,951</u>	/ sq. ft.
# Restrooms	<u>16</u>	/ ea.
# Fixtures	<u>43</u>	/ ea.
Employees	<u>100</u>	/ ea.
Avg. Visitors	<u>40</u>	/ daily

Special Instructions:
NONE

4053 *Justice Court - Downtown Phoenix*
620 W. Madison St.
Phoenix, AZ

5X/WK NIGHTS

	194,189	
Total Square Feet	<u>407,320</u>	/ sq. ft.
	305,490	/ sq. ft.
Carpet	<u>401,830</u>	/ sq. ft.
	32	/ ea.
Hard Floor	<u>170</u>	/ ea.
# Restrooms	<u>1,300</u>	/ ea.
# Fixtures	<u>500</u>	/ daily
Employees		
Avg. Visitors		

Special Instructions:
Sanitary napkin units located in this facility
Waterless urinals located in this facility

4055 *Air Quality Warehouse*
2145 S. 11th Avenue
Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	<u>13,524</u>	/ sq. ft.
Carpet	<u>3,770</u>	/ sq. ft.
Hard Floor	<u>2,550</u>	/ sq. ft.
Concrete	<u>6,245</u>	
# Restrooms	<u>2</u>	/ ea.
# Fixtures	<u>6</u>	/ ea.
Employees	<u>25</u>	/ ea.
Avg. Visitors	<u>2</u>	/ daily

Special Instructions:
Sanitary napkin units located in this facility
Waterless urinals located in this facility

4115 *Maryvale WIC*
4002 N. 67th Ave. #10
Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	<u>3,894</u>	/ sq. ft.
Carpet	<u>0</u>	/ sq. ft.
Hard Floor	<u>3,894</u>	/ sq. ft.
# Restrooms	<u>4</u>	/ ea.

# Fixtures	<u>10</u>	/ ea.
Employees	<u>22</u>	/ ea.
Avg. Visitors	<u>4,000</u>	/ monthly

Special Instructions:

Note-- Restrooms are external to the office and publicly used

4121 *Law Enforcement Data Center*
 2656 N. 37th Ave.
 Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	<u>4,144</u>	/ sq. ft.
Carpet	<u>520</u>	/ sq. ft.
Hard Floor	<u>3,624</u>	/ sq. ft.
# Restrooms	<u>2</u>	/ ea.
# Fixtures	<u>6</u>	/ ea.
Employees	<u>12</u>	/ ea.
Avg. Visitors	<u>8</u>	/ daily

Special Instructions:

NONE

4137 *Security Building*
 222 N. Central Ave.
 Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	<u>125,781</u>	/ sq. ft.
Carpet	<u>109,781</u>	/ sq. ft.
Hard Floor	<u>16,000</u>	/ sq. ft.
# Restrooms	<u>28</u>	/ ea.
# Fixtures	<u>117</u>	/ ea.
Employees	<u>375</u>	/ ea.
Avg. Visitors	<u>1,110</u>	/ daily

Special Instructions:

Sanitary napkin units located in this facility

4150 *Thomas WIC*
 3003 W. Thomas Rd
 Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	<u>4,488</u>	/ sq. ft.
Carpet	<u>0</u>	/ sq. ft.
Hard Floor	<u>4,488</u>	/ sq. ft.
# Restrooms	<u>2</u>	/ ea.
# Fixtures	<u>7</u>	/ ea.
Employees	<u>15</u>	/ ea.
Avg. Visitors	<u>166</u>	/ daily

Special Instructions:

NONE

4157 *Security Center*
 234 N. Central Ave.
 Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	<u>135,835</u>	/ sq. ft.
Carpet	<u>118,835</u>	/ sq. ft.
Hard Floor	<u>18,000</u>	/ sq. ft.
# Restrooms	<u>28</u>	/ ea.
# Fixtures	<u>117</u>	/ ea.
Employees	<u>375</u>	/ ea.
Avg. Visitors	<u>90</u>	/ daily

Special Instructions:
 Porter on duty 10:00 - 2:00 PM
 Sanitary napkin units located in this facility

4166 *Adult Probation*
 2445 W. Indianola
 Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	<u>28,456</u>	/ sq. ft.
Carpet	<u>23,056</u>	/ sq. ft.
Hard Floor	<u>5,400</u>	/ sq. ft.
# Restrooms	<u>8</u>	/ ea.
# Fixtures	<u>48</u>	/ ea.
Employees	<u>100</u>	/ ea.
Avg. Visitors	<u>150</u>	/ daily

Special Instructions:
 NONE

4602 *Assessor - Scottsdale Office*
 15023 N. 75th St.
 Scottsdale, AZ

3X/WK NIGHTS - M,W,F

Total Square Feet	<u>9,245</u>	/ sq. ft.
Carpet	<u>7,925</u>	/ sq. ft.
Hard Floor	<u>1,320</u>	/ sq. ft.
# Restrooms	<u>3</u>	/ ea.
# Fixtures	<u>9</u>	/ ea.
Employees	<u>20</u>	/ ea.
Avg. Visitors	<u>100</u>	/ daily

Special Instructions:
 NONE

4608 *Adult Probation Scottsdale*
 8230 East Buterus Dr
 Scottsdale, AZ

5X/WK NIGHTS

Total Square Feet	<u>13,246</u>	/ sq. ft.
Carpet	<u>9,643</u>	/ sq. ft.
Hard Floor	<u>3,557</u>	/ sq. ft.
# Restrooms	<u>5</u>	/ ea.
# Fixtures	<u>21</u>	/ ea.
Employees	<u>50</u>	/ ea.
Avg. Visitors	<u>90</u>	/ daily

Special Instructions:
 NONE

4808 *MCDOT-New River*
41835 W. New River Road
New River, AZ

4X/WK DAYS

Total Square Feet	<u>4,231</u>	/ sq. ft.
Carpet	<u>0</u>	/ sq. ft.
Hard Floor	<u>4,231</u>	/ sq. ft.
# Restrooms	<u>2</u>	/ ea.
# Fixtures	<u>6</u>	/ ea.
Employees	<u>10</u>	/ ea.
Avg. Visitors	<u>5</u>	/ daily

Special Instructions:
 NONE

5105 *Animal Control Center*
2630 E. 8th St.
Tempe, AZ

5X/WK NIGHTS

Total Square Feet	<u>4,550</u>	/ sq. ft.
Carpet	<u>0</u>	/ sq. ft.
Hard Floor	<u>4,550</u>	/ sq. ft.
# Restrooms	<u>4</u>	/ ea.
# Fixtures	<u>14</u>	/ ea.
Employees	<u>32</u>	/ ea.
Avg. Visitors	<u>300</u>	/ daily

Special Instructions:
 1 shower stall
 Excluded: kennels

5719 *White Tanks Library*
20304 W. White Tank Mountain Rd.
Waddell, AZ 85355

3X/WK NIGHTS - M,W,F

Total Square Feet	<u>25,000</u>	/ sq. ft.
Carpet	<u>17,009</u>	/ sq. ft.
Hard Floor	<u>7,991</u>	/ sq. ft.
# Restrooms	<u>4</u>	/ ea.
# Fixtures	<u>9</u>	/ ea.
Employees	<u>10</u>	/ ea.
Avg. Visitors	<u>Unknown</u>	/ daily

Special Instructions:

6202 **Office of Procurement Services / MCSO Warehouse**
320 W. Lincoln St.
Phoenix, AZ

5X/WK NIGHTS

Total Square Feet	<u>8,040</u>	/ sq. ft.
Carpet	<u>7,050</u>	/ sq. ft.
Hard Floor	<u>990</u>	/ sq. ft.
# Restrooms	<u>6</u>	/ ea.
# Fixtures	<u>20</u>	/ ea.

Employees	<u>40</u> / ea.
Avg. Visitors	<u>50</u> / daily
<i>Special Instructions:</i>	
Sanitary napkin units located in this facility	

6205 *Elections*
 510 S. 3rd Ave.
 Phoenix, AZ

5X/WK DAYS

Total Square Feet	<u>31,862</u> / sq. ft.
Carpet	<u>9,229</u> / sq. ft.
Hard Floor	<u>22,633</u> / sq. ft.
# Restrooms	<u>5</u> / ea.
# Fixtures	<u>26</u> / ea.
Employees	<u>45</u> / ea.
Avg. Visitors	<u>200</u> / daily
<i>Special Instructions:</i>	
Sanitary napkin units located in this facility	

6605 *MCSO - Bluepoint Lake-Aid Station*
 7307 N. Bush Highway
 Mesa, AZ

2X/WK DAYS - Tu,Th

Total Square Feet	<u>7,620</u> / sq. ft.	
Carpet	<u>2,810</u> / sq. ft.	
Hard Floor	<u>4,810</u> / sq. ft.	
# Restrooms	<u>2</u> / ea.	
# Fixtures	<u>5</u> / ea.	
Employees	<u>6</u> / ea.	
Avg. Visitors	<u>100</u> / daily	(Seasonal)
<i>Special Instructions:</i>		
NONE		

7036 *Glendale WIC*
 5141 West Lamar Road
 Glendale, AZ

5X/WK NIGHTS

Total Square Feet	<u>4,900</u> / sq. ft.
Carpet	<u> </u> / sq. ft.
Hard Floor	<u>4,900</u> / sq. ft.
# Restrooms	<u>3</u> / ea.
# Fixtures	<u>13</u> / ea.
Employees	<u>15</u> / ea.
Avg. Visitors	<u>260</u> / daily
<i>Special Instructions:</i>	
Sanitary napkin units located in this facility	

**EXHIBIT B-2
SITE INSPECTION REPORT**



JANITORIAL CONTRACT

SERIAL 10086-RFP

SITE NAME _____

BUILDING # _____

CONTRACTOR _____

FLOOR # _____

A = ACCEPTABLE

U = UNACCEPTABLE

§2.8	COMMENTS	DEDUCTIONS
SECTION A-- GENERAL OFFICE AREAS		
SECTION B-- ELEVATORS, LANDINGS, STAIRWELLS		
SECTION C--DATA PROCESSING AREAS		
SECTION D-- RESTROOMS, SHOWERS, LOCKER ROOMS		
SECTION E-- MEDICAL LABS , CLINIC AREAS		
SECTION F-- COURTROOMS		
SECTION G-- JANITORIAL CLOSETS		
SECTION H-- OUTSIDE REFUSE AREAS, LOADING DOCKS		
SECTION J-- PARKING GARAGES, BREEZEWAYS		
SECTION K--ADDITIONAL INSTRUCTIONS FOR PORTERS AT LIBRARIES		
SECTION L--ADDITIONAL INSTRUCTIONS FOR PORTERS AT OTHER PORTER SITES		

Notice to Contractor:

The Contract Compliance Inspector or the Self-Monitoring County Department has made a proactive attempt to communicate to your firm any discrepancies found during a routine inspection of this site. Your company will be required to correct any deficiencies noted, by the close of business 12/31/06. Failure to correct these discrepancies in the allotted time frame shall result in deductions from your monthly invoice. Discrepancies that have been corrected will be noted and deleted.

OR

Contract Compliance Inspector

Self-Monitoring Department

**EXHIBIT B-4
SUPPLIES LIST**

1.1.1 The following is a register of common supplies. Dispensers shall be furnished by the contractor at no additional cost to the County. The dispensers themselves may be proprietary; however, the paper product must be generic size. Adapters to convert a proprietary dispenser to generic paper rolls are acceptable. Not all sites require the JRT JR. toilet tissue dispensers.

1.1.1.1 Toilet Tissue

1.1.1.1.1 JRT JR. (approx. 1,100 ft. rolls) no less than 3.75" wide, 2-ply

1.1.1.1.2 Toilet tissue, standard roll, 2-ply

1.1.1.2 Paper Towels: White or Natural

1.1.1.2.1 Rolls no less than 8" wide, no proprietary types

1.1.1.2.2 C-fold, 1-ply

1.1.1.2.3 Single fold, 1-ply

1.1.1.3 Trash Can Liners

1.1.1.3.1 Small 24X24 .31 mil

1.1.1.3.2 Medium 30X37 .39 mil

1.1.1.3.3 Large 40X48 .66 mil

1.1.1.4 Infectious/Biohazardous Receptacle Disposal Bags

1.1.1.4.1 Small 24X24 .31 mil

1.1.1.4.2 Medium 30X37 .39 mil

1.1.1.4.3 Large 40X48 .66 mil

Note: All infectious/biohardous disposal bags to be "red" color; must meet OSHA regulations for waste containment; must have universal biohazardous markings; must have English/Spanish infectious waste imprint.

1.1.1.5 Toilet seat covers

1.1.1.5.1 Shall fit existing wall dispensers

1.1.1.6 Soap

1.1.1.6.1 Gravity fed hand soap dispensers

1.1.1.7 Toilet bowl/urinal deodorizers w/ screen (optional as determined by County)

1.1.1.7.1 **Microbial/enzymatic urinal blocks which comply with EcoLogo standard CCD-165 to be used in all waterless urinal, to include compatible cleaning products. Eeoblue-Cube shall be used in all urinals**

1.1.1.8 Tampons and napkin pads

1.1.1.9 Ash Tray Sand

1.1.1.9.1 Kiln dried, white only, no play sand

**EXHIBIT B-5
SANITARY NAPKIN MACHINE LOCATIONS**

Bldg #	Site Name	Floor	Count	Key
1401	MCDOT Transportation	1st Public	1	HL-263
		1st Staff	1	HL-263
		1st Staff	1	HL-263
		2nd Public	1	HL-263
		2nd Staff	1	HL-263
		2nd Staff	1	HL-263
1402	Flood Control	1st Public	1	HL-263
		1st Staff	1	HL-263
		1st Staff	1	HL-263
		2nd Public	1	HL-263
		2nd Staff	1	HL-263
		2nd Staff	1	HL-263
1408	MCDOT Distribution	1st	1	CR-1X
1409	MCDOT Traffic Operations	1st	1	HL-263
1703	Juvenile Administration	1st Public	1	Cat-74 & 118
1704	Juvenile Addition	1st	1	E-114
1715	Juvenile Court Building	1st	1	2055
		1st	1	2055
		2nd	1	2055
		2nd	1	2055
		3rd	1	2055
		3rd	1	2055
1915	Adult Probation	1st	1	CR-1X
1916	Juvenile Probation	1st	1	E-114
1917	MCSO Training Building	1st	1	CR-1X
2029	Northwest Regional Courts	1st Public	1	54-G217
		1st Staff	1	54- G217&C415
2855	Southeast Regional Center	1st Staff	1	Cat-118
		2nd Jury 204	1	H85
		3rd Jury 302	1	H85
		3rd Jury 304	1	H85
		4th Jury 402	1	H85

		4th Jury 404	1	H85
2856	Southeast Juvenile	1st Public	1	HL-263
		1st Staff	1	HL-263
		1st Staff	1	HL-263
		2nd Staff	1	H-85
		2nd Staff	1	H-85
		2nd Public	1	HL-263
3301	West Court Building	Lower Level	1	CR-1X
		2nd	1	CR-1X
		3rd	1	H-85
		4th	1	C-146/62P
		5th Staff	1	CR-1X
		6th Staff	1	CR-1X
3301	Elections	1st	1	HL-263
	County Recorder	1st	1	C415-A
	Court Room Services	1st	1	C-146 & CR-1
3303	East Court Building	Lower Level	1	CR-1X
		1st	2	CR-1X
		2nd	1	HL-263
		3rd	1	HL-263
		4th	1	CR-1X
		5th	1	CR-1X
		6th	1	CR-1X
		7th	1	CR-1X
		8th	1	CR-1X
		9th	1	CR-1X
3304	Supervisors Auditorium	1st	2	C-146/H85
		1st	1	?
3305	Central Court Building	Lower Level	1	PK-525
		1st	1	CR-1X
		2nd	1	C-415
		3rd	1	C-415
		4th Public	1	Cat-118
		4th Civil	1	Cat-74
		4th Jury	1	CR-1X
		5th Public	1	C-415
		5th Jury	1	Cat 74 & 118
		6th Public	1	CR-1X
		6th Staff	1	Cat-74
		7th Public	1	CR-1X
		7th Staff	1	CR-1X
		8th Public	1	C-415

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		8th Jury	1	Cat-74
		8th Jury	1	Cat-74
		8th Jury	1	Cat-74
		9th Public	1	CR-1X
		9th Jury	1	Cat-74
		9th Jury	1	Cat-74
		9th Jury	1	KEY # 82
		10th Public	1	CR-1X
				Cat-74 &
		10th Jury	1	118
		10th Jury	1	Cat-74
		10th Jury	1	Cat-74
		11th Public	1	CR-1X
		11th Jury	1	Cat-74
		11th Jury	1	Cat-74
		11th Jury	1	Cat-74
		12th Public	1	Cat-118
		12th Jury	1	Cat-74
		12th Jury	1	Cat-74
		12th Jury	1	Cat-74
		13th Public	1	CR-1X
		13th Jury	1	CR-1X
		13th Jury	1	Cat-74
		13th Jury	1	Cat-74
3310	Administration Building	Lower Level	1	C-146/H85
		1st	1	C-146/H85
		2nd Staff	1	C-146/62P
		2nd	1	CR-1X
		3rd	1	CR-1X
		4th	1	C-146/H85
		5th	1	C-146/H85
		6th	1	C-146/H85
		7th	1	C-146/H85
		8th	1	C-146/H85
		9th	1	CR-1X
		10th	1	C-146/H85
3311	Facilities Management	1	1	C-415 & C118
3315	Jackson Street Garage	1	1	CR-1X
		LL Public	1	CR-1X
		LL Staff	1	CR-1X
		LL Staff	1	CR-1X
3319	Justice Court - Downtown	n/a	10	n/a

3320	Forensic Science Center	1st Staff	1	H-85
3401	Old Court House	Lower Level	1	CR-1X
		1st	1	HL-263
		2nd	1	Cat-74
		3rd	1	CR-1X
		4th	1	H-85
		5th	1	H-85
		6th	1	E114
3846	Public Health	1st Public	1	CH-751
		1st Staff	1	CH-751
		1st Staff	1	CH-751
		2nd Staff	1	CH-751
		2nd Staff	1	CH-751
3853	Northeast Regional Court	1st	6	H85
3933	Adult Probation Southport	1st Staff	1	CR-1X
4137	Security Center	1st	1	C-415
		2nd Public	1	C-415
		2nd Staff	1	C-415
		3rd	1	C-415
		4th	1	C-415
		5th	1	C-415
		6th	1	C-415
		7th	1	C-415
		8th	1	C-415
		9th	1	C-415
		10th	1	C-415
		11th	1	C-415
		13th	1	C-415
4157	Security Building	1-A	1	C-415
		2	1	C-415
		3	1	C-415
		4	1	C-415
		5	1	C-415
		6	1	C-415
		7	1	C-415
		8	1	C-415
6202	Office of Procurement Services	1st	1	CR-1
		2nd	1	CR-1
	Sheriffs Warehouse	1st	1	CR-1
6205	Elections	1st	1	H-85

EXHIBIT B-6 EXPOSURE CONTROL PROGRAM

ISS FACILITY SERVICES BLOODBORNE PATHOGENS EXPOSURE CONTROL PLAN

PURPOSE

In accordance with the OSHA Bloodborne Pathogens Standard, 29 CFR 1910.1030, the following exposure control plan has been developed for this facility. ISS FACILITY SERVICES feels that the safety of our employees responding to help injured co-workers is a major concern. The management of ISS FACILITY SERVICES is totally committed to this program and its strict enforcement.

EXPOSURE DETERMINATION

OSHA requires that the management of ISS FACILITY SERVICES perform an exposure determination concerning which employees may incur occupational exposure to blood or other potentially infectious materials. The exposure determination is made without regard to the use of Personal Protective Equipment (PPE). This exposure determination is required for all job classifications in which all employees in that job classification may be expected to incur such occupational exposure, regardless of frequency. At this facility, management has designated the following job classifications as being in this category:

- *Cleaners*
- *Day Porter*

In addition, OSHA requires a listing of job classifications in which some employees in that job classification may have occupational exposure. Since not all employees in this category would be expected to incur exposure to blood or other potentially infectious materials, conditions that would cause these employees to have occupational exposure are also required to be listed. This is in order to clearly understand which employees in the category are considered to have occupational exposure. The job classifications and associated conditions for these categories are as follows:

- *All Supervisory Employees*

In the event of a major injury to an employee, where a Manager were to perform first aid in an effort to control bleeding or to resuscitate an unconscious employee by means of artificial respiration. This is with the understanding that our Manager and designated employees are trained in first aid and CPR.

COMPLIANCE METHODS

Universal precautions will be observed at this facility in order to prevent contact with blood or other potentially infectious materials. All blood or other potentially infectious materials will be considered infectious regardless of the perceived status of the source individual. All individuals in this facility will be informed of the provision of universal precautions.

WORK PLACE CONTROLS

We believe that the practice of having a limited number of first responders react to an injury is the best policy. First responders have been trained to wear the correct PPE. In this facility, single use gloves will be supplied. Gloves will be utilized when assisting an injured worker. If an employee received a minor cut or injury, he/she will apply a bandage himself/herself. If first responders do react to a n injury and the gloves are contaminated with blood or other potentially infectious material, they will be disposed of as outlined in this policy.

If professional medical attention is required, we will utilize the local ambulance service as the primary means of transport and personal automobile second. If a personal automobile is used, impervious materials such as plastic will be used to prevent contamination of the vehicle. Disposal of the contaminated items will be made at the local facility. If blood is present on a machine, a tool, worktable, or other like area, bleach will be used as a disinfectant. Using single-use gloves, bleach will be applied to the exposed area and allowed to sit for 15 minutes. The area will then be wiped with paper towels. The towels and contaminated gloves will then be placed in a clean, heavy-duty

EXHIBIT B-6 EXPOSURE CONTROL PROGRAM

garbage bag. These items will then be allowed to remain overnight. These items will then be disposed of as normal trash.

Exposure control items such as bleach, paper towels, garbage bags and gloves will be inventoried and maintained on a regular basis. Our managers or a designated employee will be responsible for the inventory of these items.

Hand washing facilities are available to the employees who incur exposure to blood or other potentially infectious materials. OSHA requires that these facilities be readily accessible after incurring exposure. At this facility, hand washing facilities are located in the rest room in the plant and also the rest room inside the office.

After removing personal protective gloves, employees shall wash their hands and any other potentially contaminated skin areas as soon as possible with soap and water.

Contaminated sharps will not normally be found in our facility. The only anticipated sharps are broken glass, nails, etc. Items with blood on them will be removed by tongs, pliers, or by some other mechanical means. If the item is small and can be placed in a garbage bag addressed above, disposal will be in that manner. If the items are too large, decontamination will be accomplished by the use of bleach followed by water. Purchased sharps containers are not needed at this facility.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

All PPE used at this facility will be provided without cost to employees. PPE will be chosen based on the anticipated exposure to blood or other potentially infectious materials. The PPE will be considered appropriate only if it does not permit blood or other potentially infectious materials to pass through or reach the employee's skin, eyes, mucous membranes, under normal conditions of use and for the duration of time which the protective equipment will be used.

As stated above, the only PPE needed in this facility will be single use gloves. Our managers or designated employees have the responsibility for distribution of gloves to appropriate first aid cabinets.

Gloves shall be worn when it is reasonably anticipated that employees will have hand contact with blood or other potentially infectious materials. Gloves will not be contaminated or washed. Contaminated gloves will be discarded by placing them in a heavy duty garbage bag, covering them with bleach and letting them remain overnight. On the following day, they can be discarded with the normal trash.

The OSHA standard also requires appropriate protective clothing to be used, such as lab coats, gowns, aprons, or clinic jackets. There are no situations in this facility that would require that such protective clothing be utilized.

HOUSEKEEPING

Areas in this facility, exposed to blood, will be cleaned and decontaminated immediately after an incident. Decontamination will be accomplished by utilizing bleach.

All contaminated work surfaces will be decontaminated after each incident. The same procedures listed above will be followed.

All plastic garbage bags that will be used to dispose of contaminated items and filled with bleach for actual decontamination will be inspected prior to use.

Any broken glassware or sharps that may be contaminated will not be picked up directly with the hands. Tongs, pliers, or other tools will be used.

EXHIBIT B-6 EXPOSURE CONTROL PROGRAM

HEPATITIS B VACCINE

All employees who have been identified as having occupational exposure to blood or other potentially infectious materials, will be offered the Hepatitis B Vaccine at no cost to the employee. The vaccine will be made available at a reasonable time and place. The vaccination will be administered by a licensed physician. The vaccine will be offered within ten (10) working days of their initial assignment to work involving a high potential for occupational exposure. Employees who are trained in first aid but are not considered first responders, will be offered the vaccine within 24 hours of their first response to an employee injury involving blood or other potentially infectious materials.

Employees who decline the Hepatitis B Vaccine will sign a waiver that uses the wording in Appendix A of the OSHA standard. This waiver is included in the back of this program.

POST EXPOSURE EVALUATION AND FOLLOW-UP

When an employee incurs an exposure incident, it should be reported to the General Manager who has the responsibility to maintain records of exposure incidents.

All employees who incur an exposure will be offered a confidential post-exposure evaluation and follow-up in accordance with the OSHA standard. This includes a visit to a physician selected by the company.

The follow-up will include the following:

1. Documentation of the route of exposure and the circumstances related to the incident.
2. If possible, the identification of the source individual, and if possible, the status of the source individual. The blood of the source individual will be tested, with their consent, for HIV/ HBV infectivity.
3. Results of testing of the source individual will be made available to the exposed employee with the exposed employee informed of the applicable laws and regulations concerning disclosure of the identity and the infectivity of the source individual.
4. The employee will be offered the option of having their blood collected for testing of their HIV/ HBV serological status. The blood sample will be preserved for up to 90 days, to allow the employee to decide if the blood should be tested for HIV serological status. If the employee decides prior to that time that testing will or will not be conducted, then the appropriate action can be taken and the blood sample discarded.
5. The employee will be offered post exposure prophylaxis in accordance with the current recommendations of the US Public Health Service. These recommendations will be discussed by the health care professional.
6. The employee will be given appropriate counseling concerning precautions to take during the period after the exposure incident. The employee will also be given information on what potential illness to be alert for, and to report any related experiences to appropriate personnel.
7. Our managers have been designated to assure that the policy outlined herein is effectively carried out as well as to maintain records related to this policy.

TRAINING

Training for all employees will be conducted prior to initial assignment (first responder) to tasks where occupational exposure may occur. Training will be conducted in-house and the training will include explanation of the following:

1. The OSHA Standard for Bloodborne Pathogens
2. Epidemiology and symptomatology of bloodborne diseases
3. The Exposure Control Plan, i.e. points of the plan, lines of responsibility, how the plan will be implemented, specific reporting of exposure incidents, etc.
4. Procedures that might cause exposure to blood or other potentially infectious materials at this facility.
5. Control methods that will be used at this facility to control exposure to blood or other potentially infectious materials.
6. PPE available at this facility and who should be contacted concerning issuance.
7. Post-exposure evaluation and follow-up
8. Hepatitis B Vaccine program at this facility

EXHIBIT B-6 EXPOSURE CONTROL PROGRAM

RECORD KEEPING

The Office Manager will maintain all records required by the OSHA Standard. This includes both training and medical records.

Medical records will be maintained on each individual with occupational exposure. The records will include the name, social security number, and a copy of the employee's Hepatitis B vaccination status. This will include the dates of all vaccinations and any medical records relative to the employee's ability to receive vaccinations. Also required are results of examinations, medical testing and follow-up procedures. We will ensure confidentiality of these records, and will not release any information without the written consent of the employee. We will maintain these records for at least the duration of employment plus 30 years.

Training records shall include the dates of the training sessions, the contents of the training, the name and qualifications of the trainer(s), and the names and job titles of those attending the training. Training records will be maintained for three (3) years.

We shall ensure that all required records to be maintained, will be made available upon request to both OSHA and NIOSH.

We realize that this control plan and program does not purport to list all of the rules and regulations outlined in OSHA standards 1910.1030. This does not indicate that other rules and regulations may not exist, nor does it endorse procedures, practices or products, and no authorization is granted for promotional or endorsement purposes. This report was written to assist persons in initiating and implementing our bloodborne pathogen control program plan.

**EXHIBIT B-6
EXPOSURE CONTROL PROGRAM**

**ISS FACILITY SERVICES
HEPATITIS B VACCINATION DECLINATION STATEMENT**

I understand that due to my occupational exposure to blood or other potentially infectious materials, I may be at risk of acquiring Hepatitis B Virus (HBV) infection. I have been given the opportunity to be vaccinated with Hepatitis B Vaccination at no charge to myself. However, I decline the Hepatitis B Vaccine at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials, and I want to be vaccinated with Hepatitis B Vaccine, I can receive the vaccination series at no charge to me.

Employee Signature

Date

**EXHIBIT B-6
EXPOSURE CONTROL PROGRAM**

**ISS FACILITY SERVICES
ACKNOWLEDGEMENT OF BLOODBORNE PATHOGENS
CONTROL PROGRAM**

I have read ISS FACILITY SERVICES' Bloodborne Pathogens Control Program. I acknowledge that I understand these rules and that I will agree to follow them. When in doubt concerning the bloodborne pathogens control program rules and regulations, I will speak to my immediate supervisor.

Employee Name

Social Security Number

Employee's Signature or Mark

Date

Witness to Mark

I have instructed the above employee on the Company's Bloodborne Pathogens Control Program and the rules and regulations applying specifically to the employee's job.

Supervisor

Date

EXHIBIT B-7 QUALITY CONTROL PROGRAM



Janitorial Proposal

Quality Control

ISS Facility Services proposes a continuous improvement process made up of many components. These components enable our clients to receive consistent, high-performance cleaning day in and day out. Quality processes are at the heart of each janitorial program we design for our clients. Our quality processes focus on key elements which are discussed extensively in this proposal document. This section is dedicated to providing an understanding of how an integrated Quality Program will provide you with superior services.

Janitorial Program Elements Include:

1. **Quality Assurance:** ISS recognizes that quality control is not a one-time event or an activity that is conducted once a week – it is a daily process that enables us to meet the performance standards our clients have set forth. The items described in this section will provide you with the peace of mind that your janitorial needs will be taken care of.
2. **Management Team:** Proven management methods guarantee consistency and satisfaction. Our managers are hands-on, in the field, checking the work every day, so you don't have to.
3. **Web Based Inspection System:** The ISS inspection system measures performance. The services outlined in the contract are the basis for what is measured – what ISS says they will do, will happen. Client representatives will have a personal log-in to the web-based system – you will have access to inspections, be able to create work orders and view the status, send messages to ISS and view reports.
4. **Service Specifications:** Your facility has specific service needs and concerns that are unique; service specifications are created specifically for each area of the facility and are then entered into the web-based quality control program to enable us to track compliance with each task.
5. **Staffing:** Hiring the right people is the most important resource to a quality cleaning program. Having a solid foundation of people promotes the long-term success of our work.
6. **Training:** The employees placed in your building are fully trained and experienced with the most advanced equipment and cleaning products. They know how to find the right solutions to address your building's specific needs.
7. **Transition Plan:** ISS knows the challenges that can occur when changing vendors. The detailed planning we do before launch day makes the transition a positive experience for our clients, visitors and for all ISS employees. We will work closely with you to develop a flexible plan that will benefit your facility starting on day one.
8. **Sustainability and Green Cleaning:** ISS Facility Services is committed to providing healthier buildings. We combine best practices and the guidelines set forth by organizations including: the United States Green Building Council (USGBC), the Federal Authority, the Environmental Protection Agency (EPA), Green Seal GS-42, and the Carpet & Rug Institute's (CRI) Green Label program.

At ISS Facility Services quality is more than just results: it is our way of doing business. The pursuit of quality is relentless, ongoing, and a never-ending process that starts and ends with the client. Together with you, we develop standards of performance by which the quality of our services can be measured. We encourage your feedback – we rely on it to deliver the superior service we promise.

EXHIBIT B-7 QUALITY CONTROL PROGRAM



Janitorial Proposal

Quality Assurance

ISS ensures that we can control the quality and consistency of services directly, resolve issues at the lowest possible level and provide you with consistent quality across all services. ISS utilizes several programs to measure quality and implement client satisfaction solutions. Each program is customized to fit the need of our clients based on their reporting system, personnel, and facility requirements. Such measurement tools include:

- Online survey tools
- Sample call backs to requestors to get feedback on recent requests
- Personalized interviews with account staff
- Staff feedback surveys
- Formal client survey questionnaires

ISS Facility Services proven management methods guarantee consistency and satisfaction. Our managers are hands-on, in the field, checking the work every day, which allows you the freedom to focus elsewhere. These managers have strong managerial and technical skills in all aspects of the cleaning sciences. They are quickly able to define and resolve service issues, coordinate special requests, schedule appropriate tasks, supervise employees and deliver training.

Our management and supervisory employees are committed to helping our workers become empowered team players by involving them in "The Big Picture". This develops pride in his/her work and for our company too. ISS Facility Services strives to listen to our employees' ideas because we've found that they often improve service quality. This type of involvement produces a work environment that generates employee enthusiasm and job satisfaction.

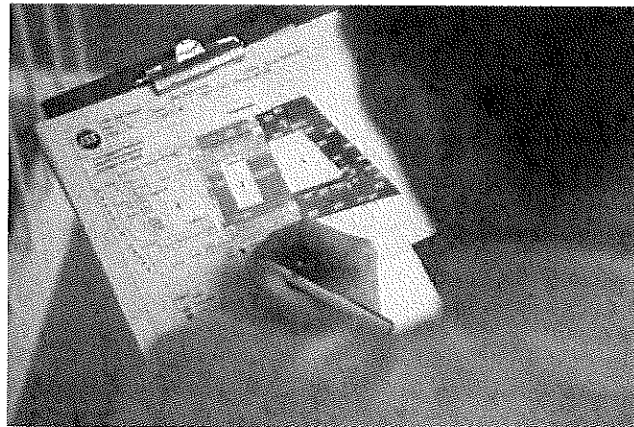


EXHIBIT B-7 QUALITY CONTROL PROGRAM



Janitorial Proposal

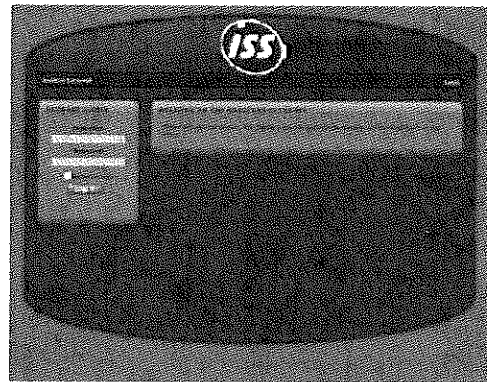
Client Extranet

ISS Facility Services has created a client extranet for national accounts and some local large accounts that will allow client representatives to view up-to-date reports on the various facilities serviced by ISS. The client extranet includes a secure login and custom company page so you can see the status of each facility at any time, from any location. The ISS client extranet is accessed via the Client Login on the home page of ISS website (www.us.issworld.com).

The client extranet has the capabilities to include the following features:

Homepage with dashboard of menu of functions.

- Quality Control standards for each service provided to facilities including online viewing of all reports.
- Complete Accounting details include monthly statements, payment history and project budgets.
- Communication features including online work order submittals, work order approvals/PO, contact information, and proposal submissions.
- Detailed Safety and Security Programs



Handheld Technology - Treo 700 Smartphone or Scout System Phone

ISS managers use the Treo 700 Smartphone or Scout System phone to provide clients with quick response times while in the field. This communication tool provides ISS personnel with 24/7 email, reporting and internet access in addition to phone service. ISS clients can reach their management contacts at any time, and management has the ability to send inspection reports as soon as they are complete or access spreadsheets and reports while in the field.

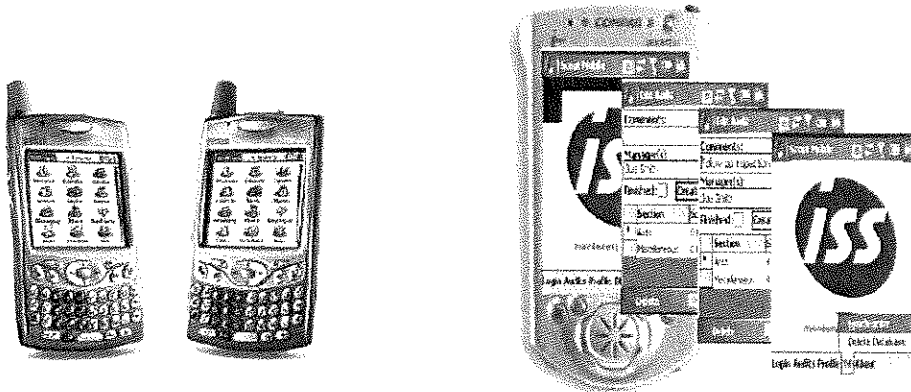


EXHIBIT B-7 QUALITY CONTROL PROGRAM



Janitorial Proposal

Continuous Service Improvement

ISS believes that continuous improvement in all aspects of service delivery is essential for any successful service strategy. Continuous service improvement is a way of improving the effectiveness, flexibility and competitiveness of the business as a whole, and will assist ISS in achieving the following:

- A clear focus on the needs and requirements of each client, resulting in the ongoing development of a cost effective, well trained, and highly motivated janitorial team.
- Excellent performance in all aspects of service delivery.
- The implementation and operation of the specifications necessary for the achievement of a quality service.
- Critical and continuous examination of the Company's processes, to ensure the removal of any non-productive activities.
- A clear understanding of any areas where improvement is required, together with the ongoing development of performance measurements.
- The development of an integrated team approach, actively encouraging input and involvement from the client and ISS staff, both on and off-site.
- The development of improved communication procedures ensuring the acknowledgement of good performance, and the alignment of employee goals and aspirations with the Company's own mission and targets.
- The development of a strategy of never-ending service improvement.
- To operate with a comprehensive understanding of our client's culture.

The success of this philosophy of Continuous Service Improvement will be measured in the achievement of results important to our clients and ISS Facility Services.



EXHIBIT B-7 QUALITY CONTROL PROGRAM



Janitorial Proposal

Quality Control Program Components

The quality program designed for your location is similar to a Six Sigma process; we use the contract cleaning specifications and the collection of quantifiable data (which is gathered through inspections and your feedback) then we measure and track our performance.

The program is an ongoing process that not only ensures that we meet all of the performance standards of your contract, but also helps us to evaluate our practices and procedures so that we are constantly striving to improve our delivery of service.

Tracking of our performance is conducted on a weekly basis and allows us to proactively analyze issues and make adjustments where needed – before an issue becomes a larger problem. This approach to quality assurance ensures that the work is completed and enables us to constantly evaluate our practices to meet the changing needs of our clients.

Quality Control Program Components

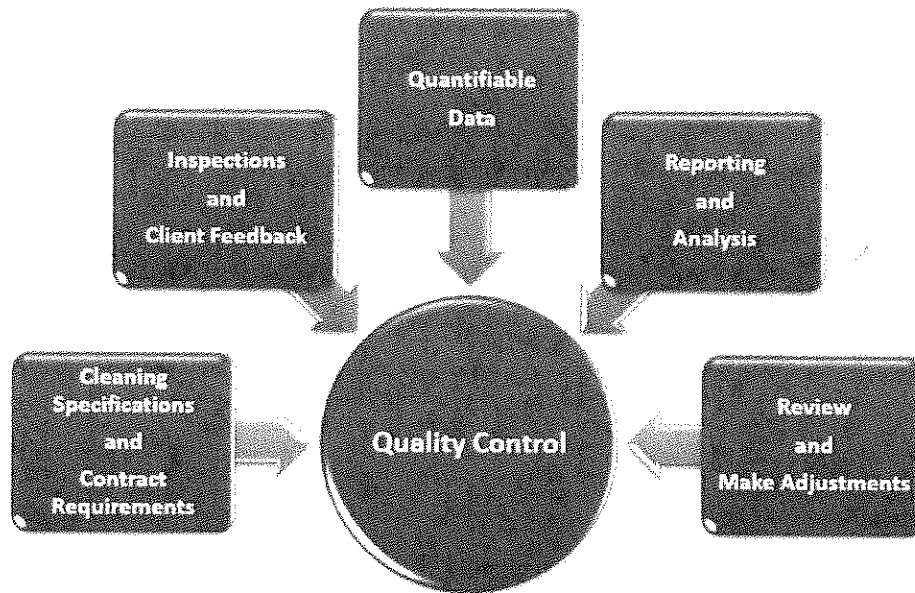


EXHIBIT B-7 QUALITY CONTROL PROGRAM



Janitorial Proposal

Closed-Loop Inspection Process

The inspection process is a closed-loop process that allows ISS management the ability to quickly contact employees, resolve issues and to communicate effectively with client representatives by responding with results in real-time. We are able to quickly identify locations and services within a facility that may need improvement and make the necessary adjustments before a larger issue arises.

Closed-Loop Inspection Process

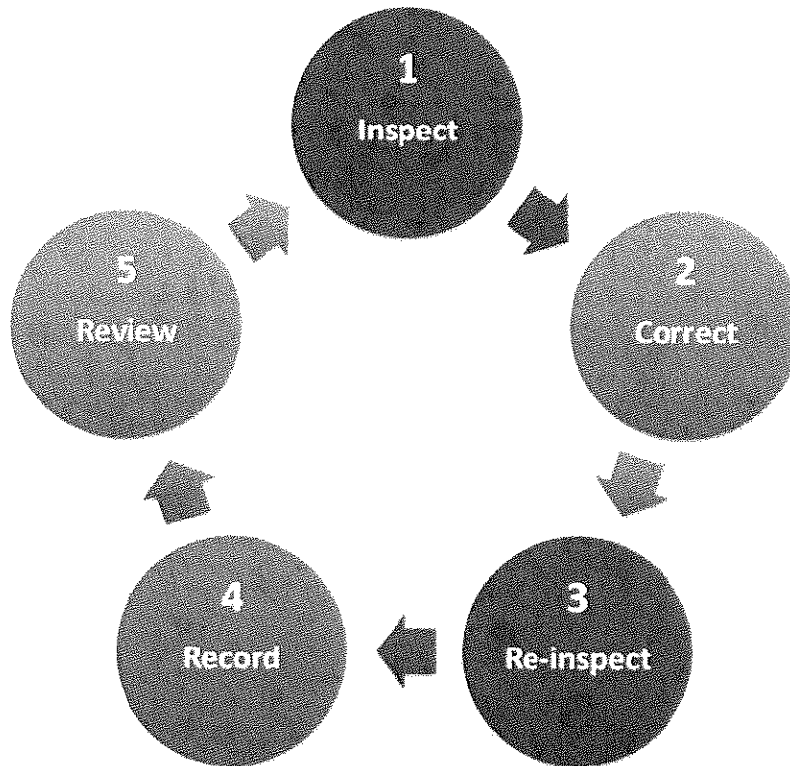


EXHIBIT B-7 QUALITY CONTROL PROGRAM



Janitorial Proposal

Closed-Loop Process



Inspect: Inspections are at the heart of our quality control program. We inspect the facility weekly to see that all cleaning needs are being met. The site supervisor, district managers and cleaners inspect areas as they oversee the daily operations and conduct their work. These inspections are recorded in real-time.

Areas inspected are given a rating of Red, Yellow, or Green. Items marked yellow (needs attention) or red (needs prompt correction) and are passed on to Supervisors and Managers for correction.



Correct: Any Red deficiencies represent an item that must be corrected immediately. Many of these items will be corrected within the next 24 hours or the next shift if possible. Any issues involving bodily fluids or biohazard spills will be attended to immediately by personnel trained specifically to accomplish this task.



Re-inspect: All corrected deficiencies are re-inspected by a supervisor. They will be approved as complete only if they meet the performance standards as outlined in the contract.



Record: All corrected deficiencies are recorded in the CleanTelligent Inspector Program for the client to review. Client reps are able to see what deficiencies occurred as well as the corrective action taken, and the name of the person who approved the completed work. This level of accountability helps us to manage to a higher level.



Review: A weekly review of all inspections is conducted by the district manager and supervisors in a formal weekly quality review meeting. The review is a critical component of the process. Past inspections, our practices and procedures are reviewed to determine the areas in which can improve our service levels. In this meeting we will also review training needs to ensure that problems do not re-occur.

EXHIBIT B-8 HAZARD COMMUNICATION PROGRAM

OSHA'S CHEMICAL-HAZARD COMMUNICATION PROGRAM

Chemical exposure may cause or contribute to many serious health effects such as heart ailments, kidney and lung damage, sterility, cancer, chemical burns, and rashes. Some chemicals have the potential to cause fires, explosions, and other serious accidents. This hazard communication program has been developed to address these hazards. This program provides you, the employee, with the knowledge and tools to work safely with the chemicals that you may come in contact with. The elements and components of this program comply with the requirements of The Occupational Safety Hazards Act (OSHA 29 CFR 1910.1200). It is the responsibility of our Managers to help the Company comply with the requirements set forth in this safe practice program.

Our managers have the overall responsibility to see that the program is implemented and administered. Managers and supervisors at all levels have the responsibility to see that all employees comply with it. This responsibility shall include but not be limited to:

1. No chemical of any kind will be allowed to be stored or used on the premises until its chemical hazards have been reviewed and identified.
2. Determine those chemicals that require the use of personal protective safety equipment when used by employees. This information will be conveyed to the employees who will come in contact with the chemical.
3. No chemical will be stored on the premises or used by employees without first obtaining and reviewing a Material Safety Data Sheet (MSDS) for that particular chemical.
4. No unlabeled chemical storage containers will be permitted to exist on the premises. At least, but not limited to, monthly, our Managers or other selected company employees will conduct an inspection of the premises to confirm that this requirement is being met. A written record of these inspections will be made and retained on the premises for inspection. Also, these records should be kept for a minimum of 18 months.
5. A chemical inventory list will be maintained on the premises at all times. When new chemicals are obtained, the chemical name will be entered into the chemical inventory log. This log will be updated monthly and will reflect those chemicals that are located on the premises. When a particular chemical is no longer in use at this location, its chemical name will be removed from the chemical inventory list.
6. For each chemical listed in the chemical inventory list, a Material Safety Data Sheet (MSDS) will be maintained on the premises and available for all employees to review. The contents of the MSDS will conform to the standards set forth by OSHA. When new chemicals are obtained, the MSDS will be replaced in the MSDS book. This book should be updated monthly and should reflect those chemicals that are located on the premises. When a particular chemical is no longer in use at the location, the MSDS will be removed from the MSDS book.
7. The location and quantity of each chemical used in the workplace will be determined. A written record will be maintained as to the quantity and location of each chemical.
8. Determine which chemicals each employee will come in contact with. A written record will be maintained that identifies those employees that would likely be exposed to each chemical on the premises. This record should be updated and used as a basis of specific chemical hazard training.
9. At the time of training, each employee will receive a copy of this Hazard Communication Program and Training Booklet. This will form the basis of Hazard Communication Training for Employees.
10. Each new employee will receive formal hazard communication training before being allowed to come in contact with any chemical at the work location. Employees who change job descriptions that result in being exposed to a different set of chemicals will receive specific training in the new chemicals they will come in contact with. All employees who come in contact with any chemical at the work location will receive annual chemical hazard training. All employees who receive hazard communication or subsequent training

EXHIBIT B-8 HAZARD COMMUNICATION PROGRAM

will sign the "Certification of Training Form". The form will be signed by both the employee and the Manager. This form can be kept in a separate record book or in the employee's personnel file.

11. Each employee will be instructed as to when and what personal protective safety equipment is required when handling a particular chemical. Each employee will be given instructions on how to properly use their personal protective equipment.
12. Warn all employees against the hazards of wearing contact lenses when using those chemicals that pose a hazard to the employees. Employees will be given specific training in the proper use of emergency eye wash facilities.
13. Ensure that each employee complies with the following requirements before working with, or around, any chemical:
 - No employee will use or work around any chemical until the employee has received hazard communication training, and is aware of the chemical hazards associated with the chemicals the employee will come in contact with.
 - The employee will wear personal protection equipment when working with a chemical that requires wearing personal protection equipment.
 - The employee will not use any chemical until he or she has first reviewed the MSDS for that chemical.
14. Our Managers will advise any outside contractors and/or their employees of any chemical hazards that may be encountered in the normal course of their work on the premises, the labeling system in use, and the protective measures to be taken and the safe handling procedures to be used.
15. Ensure that each Material Safety Data Sheet contains the following information:
 - a. Product of chemical identity used on the label.
 - b. Manufacturer's name and address.
 - c. Chemical and common names of each hazardous ingredient.
 - d. Name, address, and telephone number for hazard.
 - e. Preparation or revision date.
 - f. The hazard chemical's physical and chemical characteristics, such as vapor pressure and flash point.
 - g. Physical hazards, including the potential for fire, explosion, and reactivity.
 - h. Known health hazards.
 - i. OSHA Permissible Exposure Limits (PEL)
 - j. Emergency and first-aid procedures.
 - k. Whether OSHA, NIOSH, or other regulatory organization lists the ingredients as a carcinogen
 - l. Precautions for safe handling and use.
 - m. Control measures such as engineering controls, work practices, hygienic practices or personal protective equipment required.
 - n. Primary route of entry.
 - o. Procedures for spills, leaks, and clean up.
16. Hazardous Non-Routine Tasks: When our employees are required to perform hazardous non-routine tasks, each employee affected will be given information by their supervisor, about hazards to which they may be exposed during such an activity prior to starting work on these projects.

This information will include:

- Specific hazards
- Protective/safety measures that must be utilized
- Measures the Company has taken to lessen the hazards including ventilation, respirators, presence of another employee and emergency procedures.

**EXHIBIT B-8
HAZARD COMMUNICATION PROGRAM**

**ISS FACILITY SERVICES
CERTIFICATION OF TRAINING**

CHEMICAL HAZARD COMMUNICATION PROGRAM

I, _____, attended training on the Chemical Hazard Communication Program for the employees of ISS FACILITY SERVICES.

Signed: _____

Printed Name: _____

Date: _____

Signature of Instructor: _____

Printed Name of Instructor: _____

ISS FACILITY SERVICES, 4811 N. 7TH STREET SUITE 100, PHOENIX, AZ 85050

PRICING SHEET: 91039

Terms: NET 30

Vendor Number: W000003409-X-VC0000001274

Telephone Number: 602/222-2555

Fax Number: 602/222-2550

Contact Person: Kim Jarrett-Kann **Karon Smedley**

E-mail Address: Kim.kann@us.issworld.com **Karon.Smedley@us.issworld.com**

Certificates of Insurance Required

Contract Period: To cover the period ending ~~February 28~~ **June 30, 2014-2015 2016 2017.**

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

**EXHIBIT B
Scope of Work**

PROJECT

The Scope of Work for this contract will be in accordance with Maricopa County Contract, Contract No. 10086-RFP.

Scope of Work

1. 1. The Contractor shall supply all labor, supervision, materials, supplies, transportation, and all effort necessary to carry out the specifications herein.
2. The Contractor will invoice monthly for only those services provided. Any building may be added or removed with a 30-day notice.
3. There will be times when the Contractor must be called out to perform emergency cleaning requests due to storms, floods, vandalism, or extra services not covered by regular janitorial services. This may occur during business hours or after hours. The Contractor is to respond ONLY if the call is initiated by the City Representative. The Contractor shall respond within 2-hours on-site after receiving such a request.
4. Contractor shall be notified of any infectious bio hazardous waste contamination (blood, other body fluids, etc.) and, as directed by City Representative, provide trained personnel for such cleanup.
5. The city has elected to use the Reduced Service Interval as specified in Maricopa County Contract, Serial 10086-RFP.
6. Daily Inspections: As part of the contract administration process, the City Representative will inspect each site as deemed necessary to ensure the Contractor is in compliance with cleaning specifications. An inspection form and deficiency correction shall be in accordance with the Maricopa County Contract Serial 10086-RFP.
7. Product dispensers shall be maintained, repaired or replaced, if work or broken, by the Contractor.
8. Supplies shall be maintained and provided as described in the Maricopa County Contract Serial 10086-RFP, once the City of Glendale's stock of consumables are exhausted.

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

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is in accordance with Section 3 of this agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$221,758 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay ISS Facilities Services, Inc. compensation in accordance with the rates as set forth in the Maricopa County Contract No. 10086RFP.



Legislation Description

File #: 17-176, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH HAMPTON TEDDER TECHNICAL SERVICES, INC., FOR ELECTRIC SWITCHGEAR TESTING, MAINTENANCE AND REPAIRS

Staff Contact: Michelle Woytenko, Deputy Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with Hampton Tedder Technical Services, Inc., for electric switchgear testing, maintenance and repairs in an amount not to exceed \$525,000 for the entire term of the Agreement, and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional two, one-year renewals. The initial term of the Agreement is effective until October 17, 2019.

Background

The Agreement with Hampton Tedder Technical Services, Inc., will be used for electrical system testing, inspection, evaluation, repair and preventative maintenance services at City of Glendale facilities on an as-needed basis.

Hampton Tedder Technical Services, Inc. was awarded a bid by the City of Mesa as described in the Electric Switchgear Testing, Maintenance & Repairs Contract and staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities in which Glendale is a member. Contract No. 2016287 was awarded on October 18, 2016, is effective through October 17, 2019, and includes an option to renew the contract an additional two, one-year renewals, allowing the contract to be extended through October 17, 2021.

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

Analysis

Facilities Management staff oversees 3.5 million square feet of city facilities dispersed over 55 square miles throughout the city. This Agreement will allow Facilities Management to continue to provide general maintenance and repairs on an as-needed basis to its tenants in city facilities, without interruption of service.

Community Benefit/Public Involvement

By ensuring electrical system testing, inspection, evaluation, repair and preventative maintenance services are performed in a timely manner, the life of city facilities are extended and further damage, decay and/or repairs are minimized.

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2016-17 Operating and Maintenance budgets for the various city departments. Expenditures with Hampton Tedder Technical Services, Inc. Services are not to exceed \$525,000 for the entire term of the Agreement, contingent upon Council budget approval.

Cost	Fund-Department-Account
\$525,000	Varies

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
HAMPTON TEDDER TECHNICAL SERVICES, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (the "City"), and Hampton Tedder Technical Services, Inc., a California corporation authorized to do business in Arizona, ("Contractor"), collectively, the "Parties."

RECITALS

- A. On October 18, 2016, under the S.A.V.E. Cooperative Purchasing Agreement, the City of Mesa entered into a contract with Contractor to purchase the goods and services described in the Electric Switchgear Testing, Maintenance & Repairs, Contract No. 2016287 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was October 18, 2016, until the date the contract expires on October 17, 2019, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond October 17, 2021. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until October 17, 2019. The City Manager or designee, however, may renew the term of this Agreement for two (2)

one-year periods until the Cooperative Purchasing Agreement expires on October 17, 2019. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed five hundred twenty five-thousand dollars (\$525,000) for the entire term of the Agreement (initial term plus any renewals).

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

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

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

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

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

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

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

City of Glendale
c/o Vern Baker
6210 West Myrtle Avenue, Suit 111
Glendale, Arizona 8530
623-930-2679

and

Hampton Tedder Technical Services, Inc.
c/o Linc McNitt
3747 West Roanoke Avenue
Phoenix, Arizona 85009
480-797-3928

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

“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

Hampton Tedder Technical Services, Inc.,
a California corporation

By: _____
Kevin R. Phelps
City Manager

By: _____
Name: Linc McNitt
Title: Vice President

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
HAMPTON TEDDER TECHNICAL SERVICES, INC.**

**EXHIBIT A
ELECTRIC SWITCHGEAR TESTING, MAINTENANCE & REPAIRS**



AGREEMENT PURSUANT TO SOLICITATION

**CITY OF MESA CONTRACT NUMBER 2016287
ELECTRIC SWITCHGEAR TESTING, MAINTENANCE & REPAIRS**

CITY OF MESA, Arizona ("City")


Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466 Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400 Mesa, AZ 85201
Attention	Kristy Garcia, CPPB, Procurement Officer
E-Mail	Kristy.Garcia@MesaAZ.gov
Telephone	(480) 644-5052
Facsimile	(480) 644-2655

AND

HAMPTON TEDDER TECHNICAL SERVICES, INC., ("Contractor")

Business Address	3747 W. Roanoke Ave. Phoenix, AZ 85009
Remit to Address	PO Box 2338 Montclair, CA 91763
Attention	Linc McNitt, Vice President
E-Mail	linc.mcnitt@hamptonedder.com
Telephone	(480) 797-3928
Facsimile	(480) 967-7762

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION


 This agreement pursuant to solicitation ("Agreement") is entered into this 17th day of October, 2016, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and Hampton Tedder Technical Services, Inc., a California corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued solicitation number **2016287** ("Solicitation") for **ELECTRIC SWITCHGEAR TESTING, MAINTENANCE & REPAIRS**, to which Contractor provided a response ("Response"); and
- B. The City selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

-  1. **Term.** This Agreement is for a term beginning on **October 18, 2016** and ending on **October 17, 2019**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
- 1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) one (1) year periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes.** Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
2. **Scope of Work.** The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.
3. **Orders.** Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement

4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.
- a. Agreement
 - b. Exhibits
 - 1. Mesa Standard Terms & Conditions
 - 2. Scope of Work
 - 3. Other Exhibits not listed above
 - c. Solicitation including any addenda
 - d. Contractor Response

5. **Payment.**

5.1 **General.** Subject to the provisions of the Agreement, the City will pay Contractor a total amount, **including all companion Agreements**, a not to exceed sum(s) of **One Hundred Twenty-Five Thousand Dollars (\$125,000) annually** for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by Contractor, payable as set forth in **Exhibit B ("Pricing")** attached hereto and made a part hereof by reference.

5.2 **Prices.** All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

5.3 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the 60-day period prior to Contract expiration of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve-month change in the **Producer Price Index for Electrical contractors, nonresidential building work, PCU23821X23821X**, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

5.4 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation

demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

5.5 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of materials or services provided;
- h. If materials provided, the quantity delivered, pricing of each unit, and freight charges (as applicable);
- i. Applicable Taxes
- j. Total amount due.

5.6 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement. Otherwise; payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

5.7 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

6. **Insurance.**

6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

- 6.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.
- 6.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.
- 6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 6.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
 - 6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
 - 6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
 - 6.9.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.
- 7. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.
- 8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.

9. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
 - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
10. **Mesa Standard Terms and Conditions.** Exhibit C to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
11. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.
- Exhibits to this Agreement are the following:
- o (A) Scope of Work
 - o (B) Pricing
 - o (C) Mesa Standard Terms and Conditions
13. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
14. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.


By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

Digitally signed by
Edward Quedens
DN: cn=Edward Quedens,
o=City of Mesa,
ou=Business Services
Department,
email=ed.quedens@mesa-
az.gov, c=US
Date: 2016.10.19 10:03:02
-07'00'

By: _____

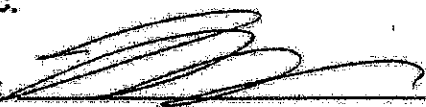


Printed Name

Title

Date

**HAMPTON TEDDER TECHNICAL SERVICES,
INC.**

By: _____


Linc McNitt

Printed Name

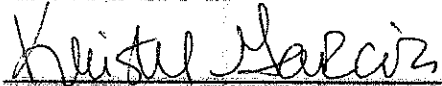
Vice President

Title

10/17/16

Date

RECOMMENDED BY:


Procurement Officer

**EXHIBIT A
SCOPE OF WORK**

1. **INTENT:** It is the intent of the City of Mesa to award a multi-term contract for Electrical Switchgear Testing and Services which shall provide the City with ongoing electrical system testing, inspection, evaluation, repair, and preventative maintenance. Service activities shall be coordinated and scheduled through the City of Mesa authorized representative. The City of Mesa authorized representative shall be kept informed of all activities and provided with written reports of acceptance testing performed on all new and repaired equipment.
2. **BACKGROUND:** The City of Mesa Water Resources Department (City) currently has three (3) Water Reclamation Plants, one (1) Water Treatment Plant, and multiple Pump Stations, Wells, and Lift Stations.
3. **SCOPE OF WORK:** Contractor(s) shall provide services to include inspection, testing, preventative maintenance, evaluation, estimates for repair, and repair or replacement of the City of Mesa's Electrical Distribution System Components located at the City's potable water and waste water facilities. These systems operate at voltages from 50 volts up to 12.5 kilovolts and include the following electrical components: switchgear, switchboards, liquid-filled transformers, metal enclosed busways, switches, circuit breakers, protective relays, grounding systems, motor controllers, motor control centers, DC battery systems, and transfer switches. Contractor(s) shall furnish all materials, parts, labor, tools, safety and test equipment to perform the stated services.

The intent of the electrical preventive maintenance testing is to ensure that all electrical equipment is operational within industry and manufacturer's tolerances and that equipment is installed and functioning in the system in the manner intended, thereby reducing hazards to life and property that can result from failure or malfunction of electrical equipment. The tests and inspections shall be performed in accordance with NETA Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems and/or ANSI/NETA Maintenance Testing Specifications for Electrical Power Distribution Equipment and Systems and/or NFPA 70B to ensure that equipment and systems are operational and within acceptable standards and manufacturer tolerances and to determine suitability for continued reliable operation. Should problems be identified, Contractor must be able to provide equipment repair services. Repair and replacement parts and equipment will be allowed on a cost plus percentage basis with prior authorization from the department representative.

4. **APPLICABLE CODES, STANDARD AND REFERENCES:**
 - A. All inspections and tests shall be in accordance with the following applicable codes and standards except as provided otherwise herein.
 - National Electrical Code - NFPA 70
 - National Electrical Manufacturer's Association - NEMA
 - American Society for Testing and Materials - ASTM
 - Institute of Electrical and Electronic Engineers - IEEE
 - American National Standards Institute – ANSI
 - State and local codes and ordinances
 - Insulated Power Cable Engineers Association - IPCEA
 - Association of Edison Illuminating Companies - AEIC
 - OSHA
 - National Fire Protection Association – NFPA 70B
 - National Fire Protection Association - NFPA 70E
 - National Electrical Testing Association - NETA ATS & ANSI/NETA MTS

- Approved Lockout/Tagout Policy – LOTO
- B. All inspections and tests shall utilize the following references:
- Facility design specifications
 - Facility design drawings
 - Manufacturer's instruction manuals applicable to each particular apparatus
5. **MULTIPLE AWARDS:** In order to assure that ensuing contracts will allow the City to fulfill current and future requirements, the City is awarding contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City.
6. **MINIMUM QUALIFICATIONS:**
- A. Contractor's (or their sub-contractor's) lead technical person shall be a registered professional engineer with a current valid NETA level 4 certification and at least five (5) years' experience reviewing and making recommendations for all types of electrical equipment when inspected, tested, maintained, or calibrated.
 - B. Contractor's (or their sub-contractor's) technicians shall have a NETA level 2 certification and at least five (5) years' experience in inspection, testing, maintenance, and calibration of all types of electrical equipment. Technicians shall be regularly employed, qualified staff and shall perform all electrical related work safely adhering to the guidelines established in the latest edition of NFPA 70E.
 - C. Contractor's (or their sub-contractor's) service personnel shall be skilled electrical journeyman with apprenticeship training and a minimum of five (5) years' journeyman experience. Service personnel shall be trained in OSHA requirements 1910.331-335 and NFPA 70E.
 - D. Service personnel working on medium voltage equipment shall have a minimum of three (3) years' training and experience in the maintenance and repair of medium voltage electrical equipment and shall be regularly employed by the bidder.
 - E. Contractor shall have current C-11, A, or A-17 AROC licensing and provide professionally trained technical personnel to perform and complete all services that are specified within.
7. **CONTRACTOR RESPONSIBILITIES:**
- A. Contractor shall have fully-trained and certified personnel capable of providing engineering, supervision, system evaluation and the appropriate troubleshooting services to the Owner.
 - B. Contractor shall perform all electrical related work safely adhering to the guidelines established in the latest edition of NFPA 70E.
 - C. Contractor shall be or use a National Electrical Testing Association (NETA) accredited firm; testing all major components in accordance with the latest NETA maintenance testing specifications. This testing will also comply with the manufactures instruction manuals and the latest edition of NFPA 70B. Suitability and calibration of the test equipment used shall meet the NETA maintenance testing specifications and be traceable to the National Institute of Standards and Technology (NIST).
 - D. Contractor shall furnish labor, equipment, and supplies necessary to maintain, repair, inspect, clean, adjust and lubricate electrical equipment, and replace defective parts in accordance with all the terms, conditions provisions, and specifications contained in this contract and manufacturer's recommended service schedules.
 - E. Services shall include all labor, transportation, supplies, materials, parts, tools, machinery, hoists, employee PPE, lubricants, supervision, overhead, and all other work and materials necessary under this agreement or reasonably inferred whether or not expressly stated herein.
 - F. Contractor shall furnish and install replacement parts both minor and major.
 - G. Contractor shall only provide parts meeting the original manufacturer's design and specifications.

- H. Items shall be available to the contractor locally and available to the contractor within the same day that repairs are performed.
 - I. Repair parts shall be new, suitable for their intended uses, and obtained from or recommended by original manufacturer of equipment. Equivalent parts may be used only if approved by the City of Mesa.
 - J. No parts or equipment may be removed from the Property without written approval from the City of Mesa. This does not include renewal parts stocked on site by Contractor, which shall remain Contractor's sole property until installed on the equipment.
 - K. Contractor shall provide the following Records and Reports:
 - 1) Scheduled and preventive maintenance program for electrical equipment.
 - 2) An accurate and complete record of all work performed including the following:
 - The date
 - The time
 - Labor hours
 - Description of the maintenance performed and actions taken to resolve the complaint
 - Date and time work is completed.
 - L. All repair work outside routine maintenance may not be started without authorization and must be scheduled with the City of Mesa authorized representative.
 - M. Services shall be performed safely in conformance with all provisions of this agreement, legal statutes, code requirements, applicable OEM specifications, OSHA, NFPA 70E, and City Policies.
 - N. Upon completion of the maintenance, tests, and inspections, a label shall be attached to all serviced devices. These labels must indicate the date serviced and the responsible contractor.
8. **RESPONSE AND REPAIR TIMES:** Below is listed the response and repair times the City would like to have achieved. Describe what your company can reasonably guarantee for response and repair times. If your times differ from what the City would like to achieve, please use the pricing pages so the difference in cost between your response and repairs times and what the City would like achieved.
- A. All calls for service must be responded to by phone the same day they are made.
 - B. Emergency calls must be acknowledged within thirty (30) minutes, with mobilization to jobsite within ninety (90) minutes.
 - C. Repairs should be completed within twenty-four (24) hours. Repairs requiring more than twenty-four (24) hours should be brought to the attention of the City of Mesa authorized representative.
9. **SUBMITTALS:** No later than fourteen (14) days after testing completion, Contractor shall furnish a total of four (4) copies of test results: two (2) hardcopies and two (2) softcopies (preferably CD's). All four (4) copies shall be delivered directly to the Department representative. The test report shall include the following:
- Summary of EPM (Electrical Preventive Maintenance) work scope
 - Description of equipment tested
 - Description of test
 - Test results
 - Conclusions and recommendations made and sealed by a registered professional electrical engineer
 - Appendix, including appropriate test forms
 - List if test equipment used and calibration date
 - Recommendations for preventative maintenance tasks and frequency for tested equipment

10. **SAFETY AND PRECAUTIONS:**

Contractor shall have sole responsibility for means, methods, techniques, procedures, and safety precautions in connection with performance of these services and is responsible for the supervision and execution of services by its employees. All tests shall be performed with apparatus de-energized except when approved by Department representative for thermal imaging and load studies. Power circuits shall have conductors shorted to ground by a hotline grounded devices approved for the purpose.

In all cases, work shall not proceed until the safety representative and the Department representative have determined it is safe to do so. Contractor shall provide protective barriers and warning signs, where necessary, to conduct specified tests safely. Contractor shall adhere to local, state, and national regulations including OSHA, NFPA 70-E requirements, state and local safety operating procedures, including approved lockout/tagout policies, and generally accepted safety procedures.

Unless otherwise requested by the contractor, it will be assumed that the contractor has copies of the manufacturer's instruction manuals for the electrical equipment to be tested. The contractor shall be responsible for implementing all final setting and adjustments on protective devices and electrical equipment in accordance with owners/engineer's specified values when implementing a new protective device coordination study.

11. **REPAIR & REPLACEMENT PARTS AND EQUIPMENT:**

- A. Repair parts quoted shall be OEM or City of Mesa pre-approved manufacturer.
- B. The City may choose to purchase replacement units from the Vendor. The price to be paid to the Contractor by the City will be the billed at Manufacturer's List Price less the percentage discount offered on the pricing sheet.
- C. Awarded Contractor(s) shall provide the current MSRP reference material (catalog or website) for each brand of equipment offered within ten (10) days of award notification.
- D. The Contractor is responsible for furnishing the City with the current MSRP reference material annually or when it is updated.
- E. The City reserves the right to purchase equipment directly from the manufacturer or from other Vendors if it is in the City's best interest to do so.
- F. If Contract is awarded to more than one Vendor, equipment and installation may be competitively quoted among the awarded Vendors to achieve deeper discounts.

12. **WARRANTY:**

- A. Contractor shall warrant that all equipment and parts furnished as new under this contract are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered.
- B. Contractor shall warrant that all rebuilt or repaired equipment and parts furnished under this contract meet manufacturer's specifications and are free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered.
- C. Warranty shall include accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the Vendor's liability as stated herein.
- D. Contractor shall warrant all labor involved in the repair or installation for a period of one (1) year from the date the repair is completed or equipment is installed.

13. **REPAIR QUOTATIONS:**

- A. A written quote shall be submitted by the Contractor prior to acceptance and issuance of a Delivery order. The written quote shall itemize parts and services on a line by line basis that match with the proposal submittal.
- B. The Contractor agrees to establish, monitor, and manage an effective agreement administration process that assures compliance with all requirements of the agreement. In particular, the Contractor agrees not to provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by agreement revision properly executed and issued by the City.
- C. Any items provided in excess of that stated in the agreement shall be at the Contractor's own risk. Contractor shall decline verbal requests to deliver items in excess of the agreement.

14. **ACCEPTANCE OF SERVICES:**

- A. Acceptance of the services pursuant to the executed agreement shall be made by the City by issue of Delivery Order(s). The Delivery Order(s) will be furnished to Contractor via facsimile, e-mail, or telephone. If the Delivery Order is given verbally, the City Department that issued the Delivery Order will transmit a confirming Delivery Order document to the Contractor within five (5) workdays of the date the verbal Delivery Order is given.
- B. Contractor is prohibited from supplying materials or services that are not authorized by a Delivery Order at the time of provision. The Contractor agrees that the City accepts no responsibility regarding this agreement for control or payment for materials or services not documented by a City Delivery Order.

15. **COMPENSATION AND PAYMENT:**

- A. Contractor shall submit Invoices to the location and entity defined by the City's Delivery Order. All Invoice documents shall reference the City's Delivery Order number under which the services were ordered.
- B. Invoices shall itemize the parts and labor required for the repair. The City's financial software system must code parts separately from labor. Invoices should match quoted pricing as well as proposal pricing. Invoices that include line items or unit prices that do not match those submitted for this proposal may be returned to the Contractor unprocessed for correction.
- C. Standard payment terms are Net 30 days from the date of valid invoice document and shall not commence until Contractor's Invoice is received and verified by City Financial Operations. The Delivery Order issued to accept Contractor quote will define the not to exceed amount of the agreement. Contractor shall not accept orders, or provide services or products that cumulatively exceed that amount.
- D. Unless otherwise stipulated by this agreement or the City's order, all pricing shall be F.O.B. Destination with Freight Prepaid and Allowed ("F.O.B. Destination"), delivered to and unloaded at the destination(s) defined by the Delivery article of this agreement or accepted Order for services or products and all freight cost shall be included in the offered Unit Price. Although State and City sales tax are paid when applicable and invoiced, taxes should not be included in the unit price of this solicitation.
- E. Price Warranty - Seller shall give the City benefit of any price reduction before actual time of shipment. Sellers agree that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities.

- F. No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement. The City shall not be responsible for Contractor inventory or order commitment.
- G. Unit Prices offered shall include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation which includes the Instructions to Bidders, Standard Terms and Conditions and Offer Agreement. No payments will be made for items not included in the agreement.

**EXHIBIT B
PRICING**

Pursuant to all the contract specifications enumerated and described in this solicitation, Contractor agrees to furnish Switchgear Inspection, Testing and Repairs to the City of Mesa at the price(s) stated below.

- 1** Inspection and Testing. Provide a quote to do the following work on the equipment listed above within a 12-hour de-energized window providing all materials, parts, labor, tools, safety and test equipment. The Contractor will also be responsible for any power and lighting needs during this time. List specifics on how many and what personnel would be used, how many hours this would take and the price per hour for each person used.

A	Visual and Mechanical Inspection	\$2,500
	<ul style="list-style-type: none">+ Clean and vacuum the entire switchgear inside and out.+ Verify tightness of accessible bolted bus connections with a calibrated torque wrench.+ Verify tightness and condition of accessible wire and cable terminations.+ Verify that all maintenance devices are available for servicing and operating the breakers.+ Inspect complete breaker including operating mechanism and arc chutes for physical damage.+ Check breaker cell fit and alignment, and operations.+ Vacuum and clean the cell and breaker.+ Inspect moving and stationary contacts for condition and alignment.+ Perform all mechanical operator and contact alignment tests on both the breaker and its operating mechanism in accordance with manufactures instructions.+ Verify racking mechanism operation.+ Verify appropriate lubrication on moving current-carrying parts and on moving sliding surfaces.+ Verify and adjust as needed the protective device settings from the latest owner provided coordination study.+ Document and provide reports for all inspections, findings, acceptance testing, changes or repairs made to breakers or switchgear and recommended preventative maintenance tasks and frequency.	
B	Electrical Test	\$4,000
	<ul style="list-style-type: none">+ Perform an insulation resistance test on the switchgear at 1000 VDC for each bus section, phase to phase, and phase to ground for one minute.+ Measure breakers contact resistance. + When applicable, check the following breaker functions using primary current injection:<ul style="list-style-type: none">+ Measure long-time pickup and delay.+ Measure short-time pickup and delay.+ Measure ground-fault pickup and delay.+ Measure instantaneous pickup.	

- + Verify correct breaker operation of any auxiliary features such as trip and pickup indicators, electrical close and trip operation, trip-free, and trip unit battery condition. Reset all trip logs and indicators.
- + Perform a breaker insulation resistance test at 1000 VDC from phase to phase and from each phase to ground with breaker closed and across open contacts of each phase. Document and provide reports for all inspections, findings, acceptance testing, changes or repairs made to breakers or switchgear and recommended preventative maintenance tasks and frequency.

2 Repair Parts:

Percent markup for repair parts, purchased by the CONTRACTOR:

15%

- + Parts to be fabricated by contractor shall be quoted before use in repairs for City of Mesa.
- + No markups will be paid on delivery charges (freight) for parts shipped to CONTRACTOR or for unauthorized outside labor.
- + CONTRACTOR shall provide evidence of purchased price for all repair parts to be marked up, immediately upon request.

3 Other Pricing: No fuel surcharges will be accepted.

Prices must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, tools, equipment, travel, mobilization, demobilization:

Hourly Rates:

A Foreman Labor rates including Truck & Equipment

Straight Time while on-site	\$176.00/hour
Weekend, After Hours while on-site	\$266.00/hour
Holiday Hours while on-site	\$266.00/hour

B Journeyman Labor rates including Truck & Equipment

Straight Time while on-site	\$142.00/hour
Weekend, After Hours while on-site	\$212.00/hour
Holiday Hours while on-site	\$212.00/hour

C Journeyman Labor rates

Straight Time while on-site	\$125.00/hour
Weekend, After Hours while on-site	\$195.00/hour
Holiday Hours while on-site	\$195.00/hour

D Apprentice Labor rates

Straight Time while on-site	\$ 85.00/hour
Weekend, After Hours while on-site	\$135.00/hour
Holiday Hours while on-site	\$135.00/hour

Percentage Off Manufacturer's List Price for Essential Equipment, Materials and Parts

4

Manufacturer	% Off MSRP
Square D / Schneider	0%
Challenger	0%
Cutler Hammer	0%
Federal Pacific	0%
General Electric	0%
Siemens/ITE	0%
Westinghouse	0%
Zinsco	0%
ABB	0%

**EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution,

dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
 - i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
 - ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it 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 represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.
11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
- 12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.
- 12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
16. **DEFAULT.**
- a. A party will be in default if that party:
- i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
- ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

- iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
 - iv. Fails to carry out any term, promise, or condition of the Agreement.
 - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
 - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
- 17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
 - a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
 - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, special, or consequential damages.
- 18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
- 19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
- 20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
- 21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate

the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION/LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.
 - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.
- Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.
26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose

performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

The City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
HAMPTON TEDDER TECHNICAL SERVICES, INC.**

EXHIBIT B
Scope of Work

PROJECT

In accordance with the terms and conditions of this Agreement and City of Mesa Contract No. 2016287, Hampton Tedder Technical Services, Inc. shall provide electrical system testing, inspection, evaluation, repair and preventative maintenance services city-wide on an as-needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
HAMPTON TEDDER TECHNICAL SERVICES, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is in accordance with Section 3 of this agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$525,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay Contractor compensation in accordance with the rates as set forth in the City of Mesa Contract, No. 2016287, electrical system testing, inspection, evaluation, repair and preventative maintenance services city-wide on an as-needed basis.



Legislation Description

File #: 17-177, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH DBA CONSTRUCTION, INC., FOR NEEDED CRITICAL AND SAFETY RELATED ITEMS AT THE GLENDALE MUNICIPAL PARK CEMETERY

Staff Contact: Michelle Woytenko, Deputy Director, Public Works

Purpose and Recommended Action

This is a request for City Council to enter into a Linking Agreement with DBA Construction, Inc., in an amount not to exceed \$219,482, for the removal and replacement of a majority of the perimeter wall at the Glendale Memorial Park Cemetery, contingent upon Council approval of a budget contingency transfer. The term of the Agreement is effective through May 22, 2018.

Background

The Glendale Memorial Park Cemetery is a 22-acre facility that has been operating since 1900. The City of Glendale became responsible for the grounds and operations in 1962. The perimeter wall replacement project has become necessary due to failing mortar joints, leaning wall sections, and compromised line and grade in the concrete block due to tree roots encroaching on the southern and western boundaries. A project was considered in 2009 but never materialized due to financial constraints. The need for wall replacement is time-sensitive due to liability concerns.

DBA Construction, Inc. was awarded a bid by the Mohave Educational Services Cooperative to provide services as described in the Concrete and Ancillary Services Agreement. Staff is requesting to utilize the cooperative purchase with Mohave Cooperative Purchasing Agreement, of which Glendale is a member. Contract No. 15F-DBAI-0522 was awarded on May 22, 2015 and is effective through May 22, 2018.

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

Analysis

This City of Glendale facility receives over 5,000 visitors each year, not including funeral service attendees. City staff along with community service workers provides the maintenance needs, funeral service setup, and flower/decoration removal as necessary. The wall is visibly failing and has become a safety concern for all staff, visitors, customers, and residents whose property abuts the cemetery walls. Entering into this

Agreement will mitigate liability concerns for the City of Glendale now and into the future.

Community Benefit/Public Involvement

The cemetery receives visitors daily, and relies on staff to assist them in finding final resting places for their loved ones, answers questions regarding plot purchases, operations, and schedules for flower removal. Staff is often complimented on appearance of the grounds, and residents appreciate the high standards the staff has upheld.

Budget and Financial Impacts

Funding is available in the fiscal year 2016-17 Public Works Department operating and maintenance budget, contingent upon Council approval of a budget contingency transfer. Expenditures with DBA Construction, Inc. are not to exceed \$219,482.

Cost	Fund-Department-Account
\$219,482	1000-81013-511000, Bldg. Maintenance Reserve

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DBA CONSTRUCTION, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2017, between the City of Glendale, an Arizona municipal corporation (the "City"), and DBA Construction, Inc., an Arizona Corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On May 22, 2015, under the Mohave Cooperative Purchasing Agreement IF5-DBAI-0522, the Mohave Educational Services Cooperative, Inc. entered into a contract with Contractor to purchase the goods and services described in the Concrete and Ancillary Services Agreement ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

- 1. **Term of Agreement.** The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was May 22, 2015, until the date the contract expires on May 22, 2018, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond May 22, 2020. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until May 22, 2018. The City Manager or

designee, however, may renew the term of this Agreement for two (2) one (1) year periods until the Cooperative Purchasing Agreement expires on May 22, 2020. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed two hundred nineteen thousand, four hundred eighty two and 00/100 dollars (\$219,482.00) for the entire term of the Agreement (initial term plus any renewals).

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

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

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

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

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

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

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

City of Glendale
c/o Kelly Hargadin
5850 W. Glendale Ave., Ste. 315
Glendale, Arizona 8530
623-930-3641

and

DBA Construction, Inc.
c/o Tom Drysdale
P.O. Box 63035
Phoenix, Arizona 85082

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

"City"

"Contractor"

City of Glendale, an Arizona
municipal corporation

DBA Construction, Inc.,
an Arizona corporation

By:

Kevin R. Phelps
City Manager

By:



Name: Tom Drysdale
Title: President

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DBA CONSTRUCTION, INC.**

EXHIBIT A

Job Order Contract for Concrete and Ancillary Services - 15F0410
Acceptance of Offer and Contract Award Effective May 22, 2015
Contract Amendment to extend term to May 22, 2017
Contract Amendment to extend term to May 22, 2018



Mohave Contract
15F-DBAI-0522

DBA Construction, Inc.
Via Email

September 6, 2016

Agreement To Amend the Terms and Conditions for Certification


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

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

2. CERTIFICATION

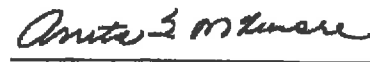
By signing the amendment below, bidder certifies the following:

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



Tim Ginter
DBA Construction, Inc.

Dated 9/13/16



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



Mohave Contract
15F-DBAI-0522

DBA Construction, Inc.
Via Email

June 14, 2016

Agreement To Amend The Standard Terms And Conditions for Construction; Performance And Payment Bonds

Mohave Educational Services Cooperative, Inc.'s (Mohave) previous contract requirements for payment and performance bonding included reference to statute, title, and/or rules, and specific vendor actions, and acknowledgment from the member when waiving performance and payment bonding. However, these requirements may not be applicable to all members. This amendment replaces the previous requirements in the Special Terms and Conditions regarding issuing performance and payment bonds. The Special Terms and Conditions have been modified as follows:

11 . PERFORMANCE AND PAYMENT BONDS

11.1. Issuing performance and payment bonds: It shall be the sole responsibility of the member to determine if any applicable performance and payment bonding requirements apply to the procurement under an awarded contract. Member must request that the contract vendor provide the performance and payment bonds that meets the requirements prior to project implementation.

The contract vendor shall supply Mohave with a copy of the procured bonds upon request. If the contract vendor fails to deliver any required performance or payment bonds requested by the member, the contract with Mohave may be canceled.

11.2. Payment bond requirement: An irrevocable payment bond shall be executed in an amount equal to 100% of the price specified in the contract between the member and the contract vendor by a surety company authorized to do business in Arizona. This bond will protect all persons supplying labor and material to the contract vendor for the performance of the work provided in the contract.

11.3. Performance bond requirement: An irrevocable performance bond shall be executed in an amount equal to 100% of the price specified in the contract between the member and the contract vendor by a surety company authorized to do business in Arizona.

This agreement shall be effective July 1, 2016. Signature below indicates agreement to modifications as listed above.

Tim Ginter
DBA Construction, Inc.

Dated 6/23/16

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

Dated June 14, 2016



4/13/2016

Extension of Contract (Page 1 of 3)

Tim Ginter
DBA Construction, Inc.
1833 South 59th Ave.
Phoenix, AZ 85043

RE: Contract # 15F-DBAI-0522 Extension Agreement made by and between DBA Construction, Inc. and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms, Mohave desires to extend contract 15F-DBAI-0522 for a period of one (1) year, beginning 5/22/2016. The extension shall be under the same terms and conditions contained therein.

Please indicate your desire to extend by completing the appropriate information below and on the following pages. If the contract is extended, DBA Construction, Inc. agrees to provide products or prices as per 15F-0410.

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature  Title Vice President

Typed/Printed Name Tim B. Ginter Date 4/13/16

Please check the information below.

POs Att: Order Desk
DBA Construction, Inc.
1833 South 59th Ave.
Phoenix, AZ 85043

Remit to: DBA Construction, Inc.
Accounts Receivable
P.O. Box 63035
Phoenix, AZ 85082

Member Contact: Jordan Hamula
Contract Administrator: Tim Ginter
Phone Number: 602-442-6767
Fax Number: 602-442-0408

If both pages of this notice are not received at Mohave's Kingman office on or before 5/22/2016, orders may be held without processing. Email or Fax completed extension to contracts@mesc.org or (928) 718-3238

To terminate contract 15F-DBAI-0522 effective 5/22/2016, send a notice of such to (928) 718-3238 or email contracts@mesc.org. You agree to complete any authorized work or orders received prior to that date.

Extension of Contract

(Page 2 of 3)

Pricing Update

We list your contract as utilizing Fixed. Please confirm the following regarding pricing under your contract:

Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 05/22/2017.

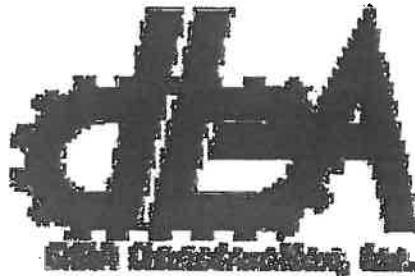
Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.

We will provide new price lists/catalog by _____, (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract renewal until it has been reviewed and approved by your Contract Specialist. Current contract pricing will remain in effect until new pricing has been reviewed and approved.

Vendor Logo

Currently, we have the following logo on our website for our members to view:



If you wish to revise or update the information, keep the following key points in mind:

- *What file types are acceptable?* Vector point files are highly recommended (such as .ai or .eps files). If you don't have access to a vector file, a large hi-resolution (approx. 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a high dpi will help keep images looking sharp if we need to resize the logo.
- *What file size is recommended?* There is no limitation to the logo file size.

Vendor Benefits Description

Currently, we have the following information on our website detailing the benefits of your contract for our members to view:

Extension of Contract

(Page 3 of 3)

Vendor Benefits Description (continued)

If you wish to revise or update the information, keep the following key points in mind:

- The description should be 150-200 words that explain the benefits that your company can provide to our members through your Mohave contract.
- This description should give a brief overview for members who may be accessing information about your contract via our Product Vendor Finder.
- Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

Email any information corrections, or additional information to contracts@mesc.org. If you have any questions, contact your Contract Specialist either via email mike@mesc.org or phone <<csInfo::csphone>>.

Offer and Acceptance Form

Place after Tab 1a

IFB 15F-0410 Concrete and Ancillary Services

To Mohave Educational Services Cooperative, Inc.:

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

Federal Employer Identification Number 86-0842477

Company Name DBA Construction, Inc.

Address P.O. Box 63035 City Phoenix State AZ Zip 85082

Telephone Number 602-442-6767

Printed Name Tim Ginter, P.E. Title Vice President

Primary Email timginter@dbaconstruction.net Alternate email tomdrysdales@dbaconstruction.net
Note: The primary email address will be used for all communication from Mohave regarding your response to this solicitation. Provide an alternate email address that will be used only if the primary email address is not valid.

Authorized Signature 

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

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

Acceptance of Offer and Contract Award (Mohave Only)

Your Bid is Hereby Accepted:

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

This Contract shall be referred to as Contract Number 15F-DBAI-0522

Awarded this 4 day of May 2015.

This contract shall be effective this 22 day of May 2015.


Julia E. Tribbett, Executive Director
Mohave Educational Services Cooperative, Inc.



NOTIFICATION OF AWARD LETTER

May 8, 2015

Sent this day via email to tmginter@dbaconstruction.net

Tim Ginter, Vice President
DBA Construction, Inc.
P.O. Box 63035
Phoenix, AZ 85082

Congratulations, DBA Construction, Inc.'s response has been awarded a contract under IFB 15F-0410. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on the following pages. **Some action items contain important deadlines noted in bold font. Be sure to meet the requests and/or requirements on or before the deadlines noted.**

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

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

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

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

The procurement file for IFB 15F-0410 was/shall be made available for public inspection on May 8, 2015.

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

Your contract number is 15F-DBAI-0522 and will take effect on May 22, 2015.

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

Mike Nentwig
Contract Specialist I



Date: May 4, 2015

To: Julia E. Tribbett, Executive Director

Through: Mark DiBlasi, CPPB, Contracts Manager

From: Mike Nentwig, Contract Specialist I

Subject: Award Recommendation for IFB 15F-0410, Concrete and Ancillary Services

On April 10, 2015 Mohave received two responses to IFB 15F-0410. In accordance with the procurement rules and the solicitation, the basis of award was lowest responsive and responsible bidder(s). Market basket pricing was used to develop a ranking from lowest to highest price for the bids determined to be responsive and responsible. The market basket pricing was reviewed against the submitted price lists to verify accuracy of the market basket pricing for both bidders. DBA Construction, Inc. was determined to be the lowest bidder for two of the three market baskets in the comparison.

DBA Construction, Inc. was determined to be responsive and responsible. They provided the following required information:

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

DBA Construction, Inc. demonstrated the ability to effectively, and efficiently meet the needs of all our members' requirements for concrete and ancillary projects. Award is recommended to the responsible and responsive bidder with the lowest cost, based upon the market basket referenced above. Market basket pricing from the responsible and responsive bidders follows:

	Market Basket 1	Market Basket 2	Market Basket 3
DBA Construction Inc.	\$43,570.75	\$29,260.20	\$81,121.50
McCormick Construction Co.	\$95,492.00	\$70,346.75	\$250,767.00

Details for the recommended awards are as follows:

- DBA Construction Inc. was the low bidder in two out of the three market baskets and second to the lowest in market basket one. They have a large base of completed projects throughout Arizona. They provided the required licenses. They provide inclusive pricing to cover all areas of Arizona. Their bonding capability of \$5 million single and \$12.5 million aggregate exceeds the level required in the IFB. DBA Construction is a fully equipped and staffed company with over 80 employees and with 50 plus pieces of company-owned heavy equipment.

IFB 15F-0410 Award Recommendation

The bidder recommended for award is not on the United States General Services Administration's Excluded Parties List, or on the Arizona Department of Administration Excluded Parties List.

It is the recommendation of the evaluation committee a contract be awarded to DBA Construction for Concrete and Ancillary Services.

Not recommended for award (Below the cutoff for least number of vendors determined necessary to meet the members' requirements.)

McCormick Construction Co.

McCormick Construction Co. was the lowest bidder in only one of their market baskets. Their regional offer was compared using their Zone 3 pricing for DBA Construction. There were no apparent price requirements to substantiate award of an additional bid.

Approval of the #15F-0410 award as recommended:



Signature: _____
Mark DiBlasi, CPPB
Contracts Manager

Date: 5/4/15



Signature: _____
Julia E. Tribbett
Executive Director

Date: 5/4/15





15F-DBAI-0522 Table of Contents DBA Construction, Inc. Response to IFB 15F-0410

Tab 1A – Signed Offer and Acceptance Form	See document 6. 15FDBAI0522 Award, Extensions and Amendments.
Tab 1B – Amendments	No amendments were issued for this IFB.
Tab 1C – General Terms & Conditions and Standard Terms & Conditions for Construction	2
Tab 1D – Special Terms and Conditions	23
Tab 1E – Scope of Work/Services	30
Tab 1F – Bid Bond/Alternate Bid Security and Bonding Capacity.....	40
Tab 2A – Method of Approach and Qualifications and Experience.....	43
Tab 2B – Certificate of Insurance	Please call Mohave for information.
Tab 2C – Financial Information.....	All financial information is kept confidential and has been removed.
Tab 3A – Price Proposals	See document 7. 15FDBAI0522 Pricing Summary.
Tab 3B – Mobilization, Travel Charges and Pricing Methodology	55
Tab 3C – Additional Pricing Information.....	56
Tab 4A – Primary Contract Documents, Support and Maintenance Information	66
Tab 4B – Sample Supplemental or End-User Agreement(s)	69
Tab 4C – Supplementary Information	70
Tab 5 – Additional Information	Please call Mohave for information.

Click section title to be taken directly to that section.

3/31/14 EH

General Terms and Conditions

Place after Tab 1c

1. CANCELLATION

1.1. Cancellation for bankruptcy or acquisition: Mohave reserves the right to cancel, or suspend the use of, any contract if contract vendor files for bankruptcy protection, or is acquired by an independent third party.

1.2. Cancellation for conflict of interest: Mohave may cancel this contract pursuant to ARS § 38-511 for conflict of interest. Conflict of interest occurs if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Mohave, is or becomes at any time while the contract or an extension of the contract is in effect, an employee of, or a consultant to, any other party to the contract, with respect to the subject matter of the contract. Members shall incur no penalty or further obligation if the contract is cancelled for conflict of interest. A written notice of cancellation shall be sent to the contract vendor and the effective date of cancellation shall be the date specified within the written notice of cancellation.

1.3. Cancellation for convenience: Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its members. Contract vendor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for authorized work in progress, authorized work completed and materials accepted before the effective date of the cancellation.

1.4. Cancellation for non-performance or contract vendor deficiency: Mohave may terminate any contract if members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. Mohave reserves the right to cancel the whole or any part of this contract due to failure by contract vendor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contract vendor for acting or failing to act in any of the following:

- Failing to comply with the accepted terms and conditions of the contract;
- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work/services and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contract vendor will not or cannot perform the requirements of the contract.
- Failing to provide required performance bonds;
- Performing work or providing services under the contract prior to receiving a Mohave reviewed member purchase order for such work.

Upon receipt of a written deficiency notice, contract vendor shall have ten (10) days to provide a satisfactory response to Mohave to adequately address all issues of concern. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this clause, all goods, materials and work paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.

1.5. Cancellation for replacement: Mohave reserves the right to cancel a contract awarded under this solicitation, if a new solicitation has been issued and a contract has been awarded to the same contract vendor for similar goods and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to delay or replace the contract rests solely with Mohave.

1.6. Contract vendor cancellation: Contract vendor may cancel this contract at any time upon thirty (30) days prior written notice to Mohave or at time of annual contract renewal. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.

1.7. Continuation of performance: Contract vendor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

1.8. Gratuities: Mohave shall cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contract vendor or any agent or representative of contract vendor, to any employee of Mohave or member with a view toward securing a contract or with respect to the performance of this contract. Paying the expenses of normal business meals shall be in accordance with each member's policy regarding gratuities. Samples of software, equipment or hardware provided to Mohave for demonstration or evaluation are not considered gratuities.

2. CERTIFICATION

By signing the Offer and Acceptance Form (page 55 of the IFB), bidder certifies the following:

- Bidder has examined and understands the terms, conditions, scope of work/services, specifications and other documents in this solicitation.
- The submission of the bid did not involve collusion or other anticompetitive practices. Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- Neither bidder, nor any officer, director, partner, member or associate of bidder, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Bidder agrees to comply fully with any and all provisions of ARS Title 32, Chapter 10 (Registrar of Contractors) that may regulate bidder's business.
- Bidder shall not discriminate against any employee, or applicant for employment, in violation of federal and state laws (see Federal Executive Order 11246; and ARS Title 41, Chapter 9, Article 4).
- Bidder is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a contract, bidder agrees to promote, offer and sell under Mohave contract only those materials and/or services awarded to contract vendor by Mohave.
- If awarded a contract, bidder shall provide the equipment, commodities, and/or services to members of Mohave in accordance with the terms, conditions, scope of work/services, specifications, and other documents of this Invitation For Bid.
- If awarded a contract, bidder agrees that all staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).
- Bidder and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, ARS § 41-4401, and ARS § 23-214, which requires compliance with federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.

3. CONFIRMATION

If an apparent mistake in a bid, relevant to the award determination is discovered after opening and before award, Mohave shall contact the bidder for written confirmation of the bid. If bidder fails to act, the bidder shall be considered non-responsive.

Mohave may contact a bidder to confirm our understanding of the bid. Such contact shall be prior to award. Mohave shall obtain written confirmation from the bidder and shall retain the confirmation in the procurement file.

4. CONFIDENTIAL INFORMATION

4.1. Confidential information request: If bidder believes that its bid contains confidential trade secrets or other proprietary data not to be disclosed, a statement advising Mohave of this fact shall accompany the bid, and the information shall be so identified wherever it appears. Mohave shall review the statement and provide their determination in writing whether the information shall be withheld. If Mohave determines to disclose the information, Mohave shall inform bidder in writing of such determination. Requests to deem the entire bid as confidential will not be considered.

4.2. Pricing: Mohave will not consider pricing to be confidential or proprietary.

4.3. Public record: All bids submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award notification.

5. COOPERATIVE PURCHASING

5.1. Cooperative purchasing: This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to members. Any contract that prohibits sales from being made to specific types of members (for example, state agencies or local government units) may not be considered. Sales without restriction to any members are preferred.

5.2. Cooperative purchasing agreements: Cooperative Purchasing Agreements between Mohave and its members have been established under Arizona procurement rules and code for use of contracts.

5.3. Most favored customer: Bidder agrees all prices, terms, warranties, and benefits granted by bidder to members through this contract are comparable to or better than the equivalent terms offered by bidder to any present customer meeting the same qualifications or requirements. Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contract vendor. Contract vendor may respond to any solicitation without regard to this contract. If contract vendor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice.

6. ESTIMATED QUANTITIES

Mohave anticipates considerable activity resulting from this solicitation. However, no commitment of any kind is made concerning quantities to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contract vendor.

7. EVALUATION and AWARD

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

7.2. Deviations and exceptions to requirements: All requested exceptions/deviations must be clearly explained. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.

7.3. Formation of contract: A response to this solicitation is an offer to contract with Mohave based upon the terms, conditions, scope of work/services, and specifications contained in this request. A bid does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.

7.4. Multiple award: To assure that our contracts meet the requirements of all members, Mohave may award multiple contracts. Bidder should consider this fact in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

A multiple award shall be made only if the procurement officer determines in writing that a multiple award is necessary and is advantageous to Mohave members. A multiple award shall be limited to the least number of contracts necessary to meet the requirements of the using agencies. Mohave shall make the sole determination of the least number of contracts required to meet the need. Mohave's basis for determining whether to award multiple contracts shall be based upon considerations for the large number of members, diverse types of members, location of members throughout Arizona.

Criteria for selecting vendors for multiple contracts shall be based upon considerations for members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, bonding capacity, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and/or other relevant criteria.

7.5. Non-exclusive contract: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Mohave's members. Mohave and its members reserve the right to obtain like goods and services from other sources.

7.6. Past performance information: Past Performance Information (PPI) is relevant information regarding a contract vendor's actions under previously awarded contracts to public agencies. It includes contract vendor's record of performance under such contracts including, but not limited to: conformance to the terms, conditions, specifications and scope of work/services of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.

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

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

8. FEDERAL and STATE REQUIREMENTS

8.1. Affordable Care Act requirements: Contract vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contract vendor shall bear sole responsibility for providing health care benefits for its employees who provide services to the member as required by state or federal law.

8.2. Compliance with federal and state requirements: Contract vendor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, the Equal Opportunity Employment requirements as amended by Executive Order. In such projects, contract vendor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. In addition, to comply with the Copeland Act, contract vendor must submit weekly payroll records to the member. Contract vendor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contract vendor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with federal grant monies, contract vendor agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal government contract provisions.

The forms listed below are incorporated by reference into this solicitation and any resultant contract.

- HUD-5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs
- HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
- HUD-5369-B, Instructions to Offerors Non-Construction
- HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract
- HUD-5370, General Conditions of the Contract for Construction
- HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work)
- HUD-5370-C2, General Conditions for Non-Construction Contracts Section 1 (With Maintenance Work)

For federally funded projects only, the requirements of an applicable form shall supersede conflicting requirements in this solicitation. The forms may be accessed via HUDClips (<http://www.hud.gov>).

8.3. Compliance with workforce requirements: Pursuant to ARS § 41-4401, contract vendor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS § 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program." [To register for E-Verify, go to: <https://e-verify.uscis.gov/enroll/startpage.aspx>.]

Mohave reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Mohave and its members reserve the right to inspect the papers of any contract vendor or subcontract employee who works under this contract to ensure compliance with the warranty above.

8.4. Contract vendor employee work eligibility: By entering into the contract, contract vendor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. Mohave and/or Mohave members may request verification of compliance from any contract vendor or subcontractor performing work under this contract. Mohave and its members reserve the right to confirm compliance. Should Mohave or its members suspect or find that the contract vendor or any of its subcontractors are not in compliance, Mohave may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contract vendor. All costs necessary for compliance are the responsibility of the contract vendor.

8.5. Davis-Bacon wage decisions: For federally funded projects subject to the Davis-Bacon Act, the member shall specify the applicable Davis-Bacon wage decision, prior to the contract vendor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision. Davis-Bacon wage decisions may be accessed via www.wdol.gov or by requesting a copy from the member.

8.6. Non-compliance: All federally assisted contracts to members that exceed \$10,000 may be terminated by the federal grantee for noncompliance by contract vendor. In projects that are not federally funded, bidder must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

8.7. Offshore performance of work prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work/services that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the state shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

8.8. Terrorism country divestments: In accordance with ARS § 35-392, Mohave and its members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contract vendor warrants compliance with the Export Administration Act.

9. FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God (e.g. fire, flood, snow, earthquakes, tornadoes, violent winds, hail storms); acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

10. INDEMNIFICATION

10.1. General indemnification: To the extent permitted by law, Mohave and its members shall be indemnified and held harmless by contract vendor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence.

10.2. Modification by member: Contract vendor shall have no obligation with respect to any patent and copyright infringement claim based upon member's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by contract vendor. However, one member's action will not preclude contract vendor's obligation to others not having modified their equipment or software.

10.3. Patent and copyright indemnification: To the extent permitted by law, contract vendor shall indemnify and hold harmless Mohave and its members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Mohave and its members of materials furnished or work performed under this contract. Mohave and its members shall reasonably notify contract vendor of any claim for which it may be liable under this paragraph.

11. LICENSES

Contract vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contract vendor. Contract vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contract vendor whose license(s) expire, lapse, are suspended or terminated.

12. OFFER ACCEPTANCE PERIOD/WITHDRAWAL

12.1. Late bids: Except as authorized by Arizona procurement rules and code, late bids shall not be considered. Bidder shall be responsible for all shipping costs when requesting the return of a late bid.

12.2. Withdrawal of bid: A bidder may withdraw a bid in writing at any time before bid opening if the withdrawal is received before the bid due date and time at the location designated in the invitation for bids for receipt of bids. After the opening time and date, bids may not be withdrawn, except as allowed by Arizona procurement rules and code.

13. ORDERING CYCLE

13.1. Acceptance of orders: This contract is for the sole use of Mohave and its members. All quotations provided to members must be based on prices in the contract and include the correct Mohave contract number. Contract vendor may only refuse a Mohave reviewed order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation. Mohave may require the contract vendor to reject any purchase orders received from members based on this contract that may not comply with Mohave's rules, processes or standards.

13.2. Audit of contract activity: Mohave will audit some of the invoices made under this contract. The contract vendor agrees to provide all documentation necessary for Mohave to audit purchases made under contract, including invoices and credits issued to members, in a timely fashion.

13.3. Contract vendor contacts: Contract vendor agrees to assign only one contact person for each of the following: accounting, audit, contract administration, escalation, main member contact, open order/status report, and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.

13.4. Open order and status reports: Mohave will send contract vendor open order and status reports on a periodic basis. Contract vendor agrees to reply to information requests in a timely fashion.

13.5. Orders in process: Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment, or cancellation by the member. Any such orders must be in the possession of Mohave within a reasonable amount of time.

13.6. Purchase verification: It is the member's independent responsibility to verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.

13.7. Quotations: Quotations with no end date are considered invalid after sixty (60) days from the issue date.

14. OVERVIEW

14.1. Advertising: Bidder shall not advertise or publish information concerning this solicitation prior to an award being announced by Mohave. After award, contract vendor(s) may advertise the availability of products and services to members. Any promotional marketing materials using the Mohave logo must be approved by a Mohave Contract Specialist in advance.

14.2. Modification of contract: An awarded contract may be amended for a variety of reasons. Contract modifications will be issued as deemed necessary by Mohave to address contractual issues that may arise.

14.3. Applicable law: Contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.

14.4. Application of law: The Arizona Procurement Code, the Arizona State Board of Education School District Procurement Rules, and the Uniform Commercial Code (UCC) as adopted by the State of Arizona, are part of this document as if fully set forth herein. Any provision or clause required by law, rule or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.

14.5. Arbitration: After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

14.6. Assignment: Contract vendor shall assign no right or interest in this contract without prior written permission from Mohave. No delegation of any duty of contract vendor shall be made without prior written permission from Mohave. Mohave shall not unreasonably withhold approval and shall notify contract vendor of its decision within fifteen (15) days of receipt of written notice from contract vendor.

14.7. Audit rights: In accordance with applicable Arizona law, contract vendor's and subcontractor's books and records related to this contract may be audited at a reasonable time and place, for five years after completion of the contract.

14.8. Availability of funds: Member fund availability is unknown to Mohave at the time this solicitation was issued. Use of any contract awarded by Mohave will be conditioned upon the availability of member funds.

14.9. Bid opening: Bids shall be opened immediately following the bid due date and time. Sample pricing will be publicly read and recorded in the presence of witnesses. All other information in the bids shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

14.10. Brand names: The names of major businesses and their products that appear without the trademark or service mark remain the property of their respective owners.

14.11. Captions, headings and illustrations: The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit or describe the scope or intent of the request.

14.12. Contract claims or controversies: The requirements of the Arizona procurement rules and code shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a member and contract vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or ARS, Title 41, Chapter 23, Article 9, as applicable. The member's authorized representative shall serve as the district representative for resolution of such claims and controversies. ARS, Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the member under the contract.

14.13. Contract placed on hold: Mohave shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contract vendor to address issues in the written deficiency notice.

14.14. Definition of time: Periods of time, stated as a number of days, shall be in calendar days, not business days.

14.15. Eligible agencies: Any contract awarded from this solicitation shall be available to all Mohave members. Mohave members must have a current signed cooperative purchase agreement. Member is defined as a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of Section 115 of the Internal Revenue Code. Mohave has over 430 members including public school districts, community colleges, city and county governments and political subdivisions throughout Arizona. A list of members may be found on Mohave's website, www.mesc.org. Actual use of any contract will be at the sole discretion of Mohave's members.

14.16. Novation: If contract vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Mohave reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contract vendor.

14.17. Order of precedence: In the event of a conflict in the provisions of the contract as accepted by Mohave, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Scope of work/services and specifications
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

14.18. Pricing extension errors: In case of error in extension of prices in the bid, unit prices shall govern.

14.19. Relationship of the parties: Vendors receiving contracts under this solicitation are independent contractors. Any party to the contract shall not be deemed to be the employee of another party to the contract.

14.20. Removal from prospective bidders list: Any bidder submitting a perfunctory bid with no serious intent of being accepted may be removed from Mohave's prospective bidders list. Any vendor not responding to two (2) consecutive Invitations for Bid for similar procurements may be removed from the prospective bidders list for those items or services. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the prospective bidders list.

14.21. Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

14.22. Successful performance: The sections of solicitation defining the scope of services, requirements, qualifications, etc., are not to be construed as a complete listing that exempts successful bidder from reasonable services required to ensure successful performance under the contract.

14.23. Title: Purchase orders placed under this contract are on behalf of Mohave's members. As such, title to goods passes directly from contract vendor to member.

15. PAYMENT

15.1. Billing: All invoices shall list the applicable member purchase order number and Mohave contract number. Contract vendor will invoice members directly. All transactions are payable in U.S. currency only.

15.2. Contacting member about payments: Contract vendor may contact member directly for payment for a product or service delivered to the member under the contract. Such contact shall be professional and courteous.

15.3. Contract vendor invoice: Contract vendor shall invoice member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee. Invoice must include member purchase order number and Mohave contract number.

Mohave's administration fee is included in the invoice amount paid by the member. Contract vendor shall remit administration fee to Mohave monthly. Administration fee shall be calculated at .0099 of the subtotal amount. The Mohave administration fee shall not be calculated on ancillary charges (e.g. performance bonds, shipping, transaction privilege tax, transportation charges, mileage, lodging, meals and incidental expenses (M&IE), permits, etc.).

15.4. Contract vendor payment: Member shall issue payment to contract vendor after receipt of invoice.

15.5. Correct billing: Contract products/services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, contract vendor must correct invoices resulting in excess charges, no matter the cause of the error. Any excess payment must be returned to member within the time allowed by law, in the form of a check or credit memo, as determined by the member.

If a member is invoiced at less than contract prices, contract vendor will invoice the member for the difference unless Mohave approves the undercharge.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, contract vendor may invoice at the current contract price.

15.6. Credit hold: Contract vendor agrees to advise Mohave's Procurement Manager of a member(s) being placed on credit hold, within five (5) days of the action.

15.7. Payment time: Payment terms are net thirty (30) days from receipt of contract vendor's invoice.

15.8. Prepayment: In accordance with the Uniform System of Financial Records and ARS § 15-905(N), prepayments may be requested on items that normally require prepayment in order to be procured or to receive a discounted price. Items not meeting these prepayment specifications may be paid only after receipt of goods and services.

15.9. Progress payments: Members may make progress payments under the following conditions: 1) Member and contract vendor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) member accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments be made in full compliance with member's local governing entity rules and any and all other applicable state rules and regulations.

15.10. Quick pay discounts: Quick pay discounts may be offered to members, provided they have received the materials or services, and that such discounts are available equally to all members. Mohave must approve such discounts in writing and before they are offered to members.

15.11. Reporting and payment of administration fees to Mohave: The contract vendor agrees to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Items in the report must include member names, PO numbers, amounts, administration fees, invoice numbers, invoice dates and credit/return information for all invoices paid in the prior month. Payment and report are due as per a schedule agreed upon by Mohave and contract vendor. The initial due date shall be the 10th, 15th, 20th, 25th or 30th of the following month and will be specified in an award notification letter. If no invoices were paid under the contract in the previous month, the contract vendor will provide notice of no activity. A sample reconciliation report will be made available upon award of contract.

Make Mohave administration fees payable to Mohave Educational Services Coop., Inc. Payments shall be mailed to:

625 E. Beale St.
Kingman, AZ 86401

16. PREPARATION OF BID and BID FORMAT

- 16.1. Modification of bid:** A bidder may modify a bid in writing at any time before bid opening if the modification is received before the bid due date and time at the location designated in the invitation for bids for receipt of bids.
- 16.2. Bid forms:** The forms and format contained in the solicitation shall be used. Bidders may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested. Electronic or faxed bids shall not be considered.
- 16.3. Bidder responsibility:** Bidder shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting bid. Failure to examine any requirements shall be at bidder's risk. Negligence in preparing a bid confers no right of withdrawal after due date and time.
- 16.4. Cost of bid preparation:** Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

17. PRODUCT LINES

- 17.1. Current products:** Bids shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted.
- 17.2. Discontinued products:** If a product or model is discontinued by the manufacturer, contract vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 17.3. New products/services:** New products/services must be submitted and approved by Mohave, prior to being offered to member. Mohave may reject any additions without cause. New products and/or services that meet the scope of work/services may be added to the contract. Contract vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Mohave may require additions to be submitted with documentation from members demonstrating an interest in, or a potential requirement for, the new product or service.
- 17.4. Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 17.5. Product line:** Bidders with a published catalog may submit the entire catalog. Mohave reserves the right to select products within the catalog for award without having to award all contents. Mohave may reject any addition of equipment options without cause.

18. PROTESTS

Protests shall be filed with Anita McLemore, the Director of Mohave Operations (the District Representative), and shall be resolved in accordance with Arizona Procurement rules and code, ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-1001 through R7-2-1196. *A protest must be in writing and must be filed with the Director of Mohave Operations at 625 E. Beale Street, Kingman, Arizona, 86401.* Protests based upon alleged improprieties in a solicitation shall be filed before the due date and time for responses to the solicitation. The interested party shall file the protest within ten (10) days after Mohave makes the procurement file available for public inspection. A protest filed on the tenth day must be received by 5:00 pm, local AZ time. The interested party may file a written request for an extension. The written request shall be filed before the time limit specified above and shall set forth good cause as to the specific action or inaction of Mohave that resulted in the interested party being unable to file the protest before the time limit specified above.

A protest shall be in writing and shall include the following information:

- The name, address and telephone number of the interested party;
- The signature of the interested party or the interested party's representative;
- Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents;
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the Director of Mohave Operations, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorneys fees and costs along with the costs for the hearing.

19. RIGHT TO ASSURANCE

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, he may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory breach of the contract.

20. SAFETY STANDARDS

Items supplied under the contract shall comply with applicable Occupational Safety and Health Standards of the Arizona Industrial Commission, National Electric Code, and National Fire Protection Association Standards.

21. SHIPPING

21.1. Shipping terms/transfer of title: Shipments shall be F.O.B. destination. Title and risk of loss of material shall not pass to member until member receives the material at delivery point, unless otherwise provided in the contract.

21.2. Shipment under reservation: Contract vendor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

21.3. Shipping charges: Prices that include shipping to any location in Arizona, delivered to the specific receiving point identified in the purchase order, are preferred. If shipping is charged, it shall be that member is not charged more than the actual invoiced amount for shipping, and is prepaid by the contract vendor (PP&A). It is the member's responsibility to confirm shipping charges under the contract.

21.4. Shipping errors/risk of transportation: Shipping errors will be at contract vendor's expense. If contract vendor ships a product that was not ordered, contract vendor shall pay for return shipment at the convenience of member. All risk of transportation and all related charges shall be contract vendor's responsibility. Contract vendor shall file all claims for visible or concealed damage. Member will notify contract vendor promptly of any damaged goods and shall assist contract vendor in arranging for inspection.

22. SUSPENSION OR DEBARMENT STATUS

Bidder shall include a letter in its bid notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes bidder or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract.

23. TAXES

23.1. Federal Excise Tax: Most members are exempt from paying Federal Excise Tax.

23.2. Payment of taxes: Member is responsible for payment of all taxes listed on the invoice. Contract vendor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office.

- 23.3. Pre-tax prices:** Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by member issuing the purchase order.
- 23.4. Property taxes:** Arizona public agencies may not pay state property taxes. (Arizona Constitution, Article 9, Section 2)
- 23.5. Reservation or tribal tax:** If goods or services are subject to reservation or tribal tax, contract vendor shall include such taxes as a separate item on the original invoice to the member.
- 23.6. Transaction Privilege Tax (Sales Tax):** Members may be liable for Arizona Transaction Privilege Taxes, which may include state, county and city taxes. Contract vendor is responsible for charging taxes correctly.
- 23.7. Taxes on construction:** Contract vendors for construction-related projects must follow the latest tax requirements as described in current Arizona Administrative Code and Department of Revenue transaction privilege tax procedures.

Standard Terms and Conditions for Construction

Place after Tab 1c

1. BID SECURITY

- 1.1. Amount of bid security:** All bidders for a contract under this IFB shall include acceptable bid security in the amount of \$100,000 with the submission of their bid.
- 1.2. Bid security requirement:** School procurement rules [R7-2-1102 (A)] and as applicable in ARS § 34-222 and 41-2573, require that all competitive sealed bidding for construction have bid security, if the amount of the construction contract will exceed the amount established by ARS § 15-213(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount. Bid security must be in the amount stated above in "Amount of bid security."
- 1.3. Form of bid security:** Acceptable bid security for this IFB will be a certified or cashier's check, or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in Arizona [R7-2-1102 (B, C), ARS § 34-222 and 41-2573]. Bid security may be provided using the form found in the primary contract document pages of this IFB, with the principal being the prime contractor and the Obligee being Mohave Educational Services Cooperative, Inc. An agent of your licensed bonding agency shall sign the bond. If the original bond is not signed and/or has conflicting information, it shall render your bid nonresponsive.

2. CHANGE ORDERS

- 2.1. Adherence to specifications and drawings:** The contract vendor shall follow the requirements of all specifications and drawings as closely as actual construction and work of contract vendors shall permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance of a written change order.
- 2.2. Change order requirement:** Member and contract vendor shall establish a procedure for identifying and approving changes to the work. Member shall notify Mohave of any change that revises the cost of the project. Contract vendor shall not begin the revised work prior to receipt of the Mohave reviewed member change order.

Contract vendor agrees to follow all applicable rules and regulations for any change orders, including R7-2-1005 and as applicable in ARS § 41-2552.

Change orders shall be properly documented in writing. Minor changes mutually agreed between the member and the contract vendor that do not involve compensation may be made without informing Mohave, unless such change significantly modifies the scope of work and needs to be documented.

- 2.3. Costs for changes associated with improper checking or coordination:** The cost of any change in construction due to improper checking of site and/or other conditions, or coordination by contract vendor, shall be borne by the contract vendor, and the contract vendor shall not be entitled to reimbursement for such costs.

3. CONSTRUCTION CONTRACTS

- 3.1. Cancellation by Mohave:** Mohave reserves the right to cancel a contract resulting from this IFB if the original contract holder is sold and ownership is transferred to a new party. If Mohave cancels the contract, the cancellation clause will be exercised, as required.
- 3.2. Compensation:** Compensation for received goods, terms of progress payments, and a schedule of payments shall be described in the contract. The agreement shall state that Mohave will not be responsible for any late fees due the contract vendor by the member.

3.3. Member delays: As required by ARS § 15-213 (D), the contract vendor shall negotiate with member for the recovery of damages related to expenses incurred by the contract vendor for a delay for which the member is responsible, which is unreasonable under the circumstances and which is not within the contemplation of the parties to the contract between the two parties. Any such negotiations shall not void any provisions between the parties that require notice of delays, provide for arbitration or other procedure for settlement or provides for liquidated damages.

3.4. Construction contract requirement: In any contract between the contract vendor and a member based on this contract, the terms and conditions of this contract shall prevail. In any contract between the member and the contract vendor, the scope of work shall include all specifications, drawings, and other official documents. All applicable codes around which the contract is made shall be included, as will any technical specifications and general conditions. The contract vendor shall acquire and pay for all permits and approvals from local, county, state and federal offices needed to accomplish the work. Contract vendor shall be entitled to direct reimbursement for the cost of such permits.

3.5. Form of construction contracts: A contract between the member and the contract vendor for construction shall be an industry standard agreement. The parties may agree to use the American Institute of Architects (AIA) General Conditions of Contract for Construction Form A201 as a guide.

3.6. Member representative: All formal contact between the contract vendor and/or contract vendor's personnel and the member shall be processed through the member representative. The member shall designate the member representative at the time of purchase.

3.7. Terms of acceptance: Terms for acceptance by the owner and title to work must be clearly agreed upon and described in the contract. If any part of the construction requires the member to assume control before the completion, this shall be defined. Both parties shall agree on the definition of what constitutes final acceptance. Upon completion of the project, the worksite shall be left in a condition equal to or better than before the project.

3.8. Void provisions: A provision, covenant, clause or understanding in, collateral to or affecting a construction contract that makes the contract subject to the laws of another state or that requires any litigation, arbitration or other dispute resolution proceeding arising from the contract to be conducted in another state is against public policy of the State of Arizona and is void and unenforceable. (ARS § 15-213 and 34-227)

3.9. Work performed by the member: Work to be performed by the member must be clearly described and agreed upon prior to project start up.

4. CONSTRUCTION SCHEDULE

4.1. Schedule adjustment: The member retains the right to extend the schedule of work or to suspend the work, and to direct the contract vendor to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any suspension. Any increases shall be invoiced per approved contract pricing as allowed in the agreement.

4.2. Schedule requirement: A schedule for performance of work that can be met without planned overtime is the responsibility of the contract vendor.

4.3. Work crew size: The cost for each project shall include all costs of all necessary trained personnel to complete the project on or before the completion date(s) set forth in the contract. The member shall not incur additional expense for upsized crews, nor overtime costs, which might be necessary for the contract vendor to complete the project on schedule.

5. COORDINATION

5.1. Conflict with member activities: The contract vendor and member shall coordinate activities so as to avoid conflicts. The contract vendor shall make every reasonable effort not to interrupt scheduled member activities with work under the contract. The contract vendor shall notify the member of any construction work that may negatively impact scheduled member activities due to noise, etc.

5.2. Coordination with other vendors: The contract vendor shall coordinate with other contractors.

5.3. Interruption of other work: The contract vendor shall employ such methods or means as will not cause any interruption of, or interference with, work of any other contractor on the project site.

6. DELIVERY OF CONSTRUCTION MATERIALS

6.1. Condition of materials on delivery: The contract vendor shall deliver materials to the worksite in new, dry, unopened, and well-marked containers showing product and contract vendor's name. Damaged or unlabeled materials will not be accepted.

6.2. Delivery requirement: The contract vendor shall deliver materials in sufficient quantity to allow for continuity of work. Delivery shall be coordinated with the member's representative.

6.3. Precautions: The contract vendor shall take all necessary precautions to protect its materials from damage, theft and misuse. The member shall have no responsibility for such precautions or protection.

6.4. Rejected and damaged material: Damaged or rejected materials shall be immediately removed from the work area.

7. INSURANCE

7.1. Course of Construction Insurance: Upon request from member, contract vendor shall purchase and maintain course of construction insurance equal to the estimated replacement cost of the property after completion of the entire work at the site as called for in the purchase order. The insurance form will be an "all risk" type policy with standard exclusions. Coverage shall include temporary structures, scaffolding and office trailers at the site, as well as materials and equipment at the site destined to become a permanent part of the property. Any additional costs associated with course of construction insurance must be identified in the pricing workbook.

7.2. Deductibles: Contract vendor shall pay the deductibles required by the insurance provided under this agreement.

7.3. Indemnification: During the life of the contract, contract vendor agrees to save and hold harmless Mohave and/or its members from any and all liability for loss or damage to persons or property arising out of the work required by the contract. Contract vendor further agrees to waive any right of recovery against Mohave and/or its members for damage to the property of contract vendor, whether caused by negligence on the part of Mohave and/or its members or otherwise. This provision includes specifically the waiver of right of recovery against Mohave and/or its members for fire damage to property under contract and not yet formally accepted by member even though said property at the time of loss may be occupied, in whole or in part, by member.

7.4. Proof of Insurance: Evidence of the required insurance shall be provided by means of a certificate of insurance naming Mohave as the certificate holder. In addition, contract vendor must be willing to provide, upon request, identical certification of insurance to any member using this contract. Upon request, contract vendor shall provide member with a certificate of insurance naming the member as an additional insured. All insurance policies shall include a clause to the effect that the policy shall not be cancelled or reduced, restricted or limited until thirty days after the member has received written notice, evidenced by a return receipt of a registered or certified letter, of the proposed action.

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

8. LABOR PRACTICES

- 8.1. Labor practices:** The contract vendor must agree to treat its labor in keeping with its labor contract agreement and to the best interest of the member. Any overtime practices or retroactive agreements with labor unions that would be to the detriment of the member must be limited to only those approved by the member.
- 8.2. Labor requirements:** The method and manner of performance must be stated: employees of the contract vendor are not employees of the member; the level of competency of the personnel will be subject to approval by the member; the contract vendor must agree to comply with all local, state and federal laws; adjoining property owners must not be annoyed by noise, pollutants, material hauling operations; procedures for dealing with fire, theft, and storm damage must be established; methods the contract vendor will use to guarantee safe job practices relating to the health and welfare of the member employees and contract vendor employees will be clearly stated.
- 8.3. Quality of work:** All work under the contract shall be accomplished by experienced craftsmen, helpers and laborers under the supervision of the foreman or supervisor.
- 8.4. Removal of Employee or Representative:** The member shall have the right to require the contract vendor to remove from the project any employee or representative of the contract vendor, its subcontractors or suppliers that the member may deem incompetent, careless, insubordinate, or otherwise unacceptable.
- 8.5. Supervision:** The contract vendor shall furnish the services of an experienced foreman or supervisor who will continually be in charge of work on the project. The foreman or supervisor shall provide continuous supervision, coordination and inspection of the work required under the contract.

9. LIQUIDATED DAMAGES

Any agreements on liquidated damages and early completion incentives shall be between the member and the contract vendor and must be agreed upon in writing prior to start up. If the member declines a liquidate damages or early incentive agreement, the contract vendor shall obtain a written and signed statement to this effect. Mohave shall not be a party to liquidated damages or early completion incentive agreements.

10. MEMBER COSTS

Temporary electrical service and the cost for power, the cost for water, and other member costs shall be identified in writing and agreed upon.

11. PERFORMANCE AND PAYMENT BONDS

- 11.1. Issuing performance and payment bonds:** Upon execution of a contract between a member and the contract vendor, performance and payment bonds shall be provided to the member as required in ARS § 34-222, 34-223, 28-6923, 41-2574, or R7-2-1103 (A, B, C, D), as applicable. The contract vendor agrees to notify the member in writing of this requirement before accepting any work orders.

The contract vendor will supply Mohave with a copy of the bonds upon request. If the contract vendor fails to deliver any required performance or payment bond, the contract with Mohave may be cancelled.

Members who elect to waive these bonds must indicate their decision, in writing, to Mohave. For members who are required to obtain performance and payment bonds per the above requirements, contract vendor agrees to provide these bonds to the member.

- 11.2. Payment bond requirement:** An irrevocable payment bond in an amount equal to 100% of the price specified in the contract between the member and the contract vendor shall be executed by a surety company authorized to do business in Arizona. This bond will protect all persons supplying labor and material to the contract vendor for the performance of the work provided in the contract.

11.3. Performance bond requirement: An irrevocable performance bond in an amount equal to 100% of the price specified in the contract between the member and the contract vendor shall be executed by a surety company authorized to do business in Arizona.

12. PROGRESS PAYMENTS

12.1. Progress Payments on Construction: R7-2-1105 allows for progress payments if the contract vendor agrees to adhere to ARS § 41-2577 (B) (D) (F) and as applicable in ARS § 34-221. All progress payments must be invoiced to the member; it is the responsibility of the member to review and approve any estimates of work completed. If the member issues a written statement to the bidder that the estimate of work is not approved and certified, the member may withhold an amount from the progress payment the member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1105 (A). In such cases, the bidder agrees to hold Mohave harmless for any deficiency of payment.

Progress payments may be made to the contract vendor on the basis of a duly certified and approved estimate of work performed during the preceding month. The contract vendor must agree to pay any subcontractors or material suppliers within seven days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties.

12.2. Schedule of payments: Once all bonds are in place, the contract vendor and the member will agree upon a schedule of payments based on identifiable milestones.

If any payment is delayed beyond 30 days from the due date, the bidder agrees not to charge Mohave interest on the late payment. Any late charges will be the total responsibility of the member. The bidder may extend any due date to avoid the requirement to pay interest in R7-2-1105 (D) and ARS § 41-2577 (E) and as applicable in ARS § 34-221.

Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

12.3. Subcontractor notification: A subcontractor to the prime contractor may request, in writing, that member notify the subcontractor in writing within five (5) days from payment of each progress payment made to the prime contractor [R7-2-1105 (C) and ARS § 41-2577 (C) and as applicable in ARS § 34-221]. Upon request, the prime contractor must provide Mohave or the members with a contact name, title, company name, mailing address and fax number for all subcontractors and suppliers that are covered by a payment bond.

13. PROJECT ADVERTISING

The contract vendor must agree that the member reserves the right to release information about the project and that any advertising of the project by the contract vendor must be approved by the member.

14. PROJECT COMPLETION

14.1. Project documents: Upon completion of the work, the contract vendor shall present the member with all documents necessary to closeout the project. Maintenance manuals, drawings, warranties on installed equipment, etc., shall be given to the member.

14.2. Unfinished work: Even if final payments are made, if the member discovers an unfinished job that should have been completed, the contract vendor shall complete the work in a timely fashion at no additional cost.

15. PUBLIC WORKS

15.1. Preservation: The contract vendor shall be responsible for the preservation of all public and private property included on or adjacent to the worksite. This requirement shall apply to the surface and hidden features of the property.

15.2. Receipt of public funds: Contract vendors and subcontractors will meet the requirements of ARS § 34, Article 3, for eligibility to receive public funds.

15.3. Residency requirement: ARS § 34-302 states that only persons who have been for not less than one year a bona fide resident of Arizona shall be employed in the performance in any public work. A public works contract is defined in ARS § 34-321 as "a contract to which the state or a political subdivision is a party involving the employment of laborers, workmen or mechanics in the construction, alteration or repair of public buildings or improvements." It shall be the responsibility of the contract vendor to comply with these laws, when applicable.

15.4. Restoration: The contract vendor shall repair, rebuild or otherwise acceptably restore any property on or adjacent to the worksite that was damaged during the course of work on the project. Such restoration shall be at the contract vendor's expense, and is not subject to reimbursement by the member.

15.5. Rules, regulations and codes: Construction work on public buildings shall be in compliance with the state fire code unless a fire code has been adopted by the city, town, county or fire district in which the building is located. Public buildings shall be constructed in compliance with applicable building, plumbing, electrical, fire prevention and mechanical codes adopted by the city, town, county or fire district in which the building is located. If a public building is built in an area that has not adopted local codes, the building shall be designed or constructed according to the state fire code adopted by the state fire marshal and the building, plumbing, electrical, fire prevention and mechanical codes that apply in the largest city in the county in which the building is located. Public buildings are subject to those codes that apply and are in effect when the building is designed or constructed and to the currently adopted codes when a building is found to be structurally unsafe, without adequate egress, or a fire hazard or are otherwise dangerous to human life. "Public Building" means a building or appurtenance to a building that is built in whole or in part with public monies (see ARS § 34-461).

16. RETENTION

16.1. Retention requirement: Ten (10) percent of all contract payments shall be retained by the member as insurance of proper performance of the contract vendor. Contract vendor agrees to identify the amount to be retained on invoices to member for each progress payment.

When fifty (50) percent of the work is completed, one half of the amount retained shall be paid to the contract vendor if the contract vendor requests payment and if the member is satisfied with the progress of the work.

After the work is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained, unless the governing board of the member determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.

16.2. Substitute security: If the member and the contract vendor agree to a substitute security, the agreement must be in full compliance with R7-2-1104 (D, E, F, G), or 41-2576 as applicable to the purchasing member. If a substitute security is agreed to, the contract vendor must provide Mohave and the member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against Mohave, or the member in relationship to the security assigned.

17. RULES, REGULATIONS AND CODES

17.1. Certification of personnel regarding renovations, repair, and painting: Personnel performing renovations, repair, and painting activities that disturb lead-based paint in target housing and child-occupied facilities constructed before 1978, shall comply with Part II, Environmental Protection Agency, 40 CFR Part 745, Lead; Renovation, Repair, and Painting program; Lead Hazard Information Pamphlet (<http://www.epa.gov/>).

17.2. Compliance: All work will be accomplished in conformance to OSHA safety requirements, and any additional federal, state, or local fire or safety requirement. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contract vendor must inform the member of the situation. The contract vendor will not construct any device or produce any condition that intentionally violates a fire or safety code or safety standard.

17.3. Hazard notification: Contract vendor must advise member whenever work is expected to be hazardous.

17.4. Liens/serial numbers: All materials shall be free of liens. Bids must be for equipment on which the original manufacturer's serial number has not been altered in any way.

18. SUITS FOR NONPAYMENT OR NONPERFORMANCE

All suits for nonpayment or nonperformance shall be filed as allowed in R7-2-1103 (F).

19. SURETY COMPANIES

Surety company requirements: Surety companies issuing bid bonds, performance bonds and/or payment bonds under this contract must be licensed by the Arizona Department of Insurance. Evidence of such license will be the name of the surety company as found in the license search database provided by the Arizona Department of Insurance (www.insurance.az.gov).

20. WARRANTY/MAINTENANCE CONTRACTS

20.1. Extended warranties/service contracts: The contract vendor or a manufacturer may offer extended warranties available at extra cost for members that agree to a maintenance contract. The maintenance contract shall be offered as a separate line item. Upon request, training must be offered by the contract vendor for the maintenance staff of the member and will be arranged before installation as part of the purchase contract. This training shall be priced per contract pricing.

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

21. WORKSITE

21.1. Site access: The member shall provide an all-weather road to the site and prepare the site with room for construction equipment.

21.2. Site conditions: The condition of the site before start up shall be agreed upon between the member and the contract vendor and shall be written into the contract.

**General Terms and Conditions and
Standard Terms and Conditions for Construction
Acceptance Form**

Place after Tab 1c

Signature on Page 56 certifies complete acceptance of the General Terms and Conditions and the Standard Terms and Conditions for Construction in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and the Standard Terms and Conditions for Construction:

- We take no exceptions/deviations to the General Terms and Conditions and the Standard Terms and Conditions for Construction.

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

- We take the following exceptions/deviations to the General Terms and Conditions and the Standard Terms and Conditions for Construction. All exceptions/deviations shall be clearly explained. Reference the corresponding general terms and conditions and/or Standard Terms and Conditions for Construction that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the General Terms and Conditions and the Standard Terms and Conditions for Construction. Provide details on your exceptions/deviations below:

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

Special Terms and Conditions

Place after Tab 1d

The following Special Terms and Conditions are in addition to the applicable General Terms and Conditions and Standard Terms and Conditions for Construction that appears on pages 35-54. Please review them and complete the *Special Terms and Conditions Acceptance Form* (page 34).

1. DELIVERY

- 1.1. **Default in one installment to constitute total breach:** Contract vendor shall deliver conforming materials in each installment or lot under this contract and may not substitute nonconforming materials. Mohave reserves the right to declare a breach of contract if contract vendor delivers nonconforming materials to any member under this contract.
- 1.2. **Defective goods:** Contract vendor agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Contract vendor shall arrange for return shipment of damaged or defective goods.
- 1.3. **Delivery time:** Failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.

2. FORM OF CONTRACT

- 2.1. **Contract vendor contract documents:** Mohave will review prospective contract vendor contract documents. Contract vendor's contract documents shall not become part of Mohave's contract with contract vendor unless, and until, an authorized representative of Mohave reviews and approves them. If a firm submitting a bid requires member to sign an additional agreement, a copy of the proposed agreement shall be included with the bid.
- 2.2. **Form of contract:** The form of contract for this solicitation shall be the Invitation For Bid, the awarded bid(s), and properly issued member purchase orders referencing the requirements of the Invitation For Bid.
- 2.3. **Parole evidence:** The contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

3. INSTALLATION

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

4. INSURANCE

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

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

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

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

5. MEMBER AGREEMENTS

Some members may request the addition of specific requirements that would apply to products and services purchased under an awarded contract. These additional requirements shall be addressed through the use of an additional member agreement. In any agreement between the contract vendor and a member based on this contract, the terms and conditions of this contract shall prevail. Contract vendor and member must agree to all provisions in any additional agreements. If agreement requirements result in additional costs to the contract vendor, the contract vendor shall be entitled to direct reimbursement for these costs, in addition and separate from approved contract pricing. A copy of the additional member agreement shall accompany the member purchase order.

6. BID ACCEPTANCE PERIOD

A bid submitted in response to this solicitation shall be valid and irrevocable for ninety (90 days) after specified due date and time.

7. OVERVIEW

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

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

7.3. Bonding Capacity: The required minimum single job bonding capacity for this contract shall be **\$250,000**. Provide a letter from your bonding agency describing your current bonding capacity (single and aggregate levels) and how much bonding capacity will be available for this contract. An agent of your licensed bonding agency shall sign the letter. If the original letter is not signed and/or has conflicting information, it shall render your bid nonresponsive. *Place letter from bonding agency after Tab 1f.*

7.4. Order cycle overview:

1. Member forwards purchase orders to Mohave that lists the contract number, along with a copy of detailed contract vendor quote. Vendor listed on the purchase order is contract vendor.
2. Mohave reviews and emails member order with "MESC Reviewed" stamp, to contract vendor and member.
3. Contract vendor provides product/services.
4. Contract vendor invoices member.
5. Member pays contract vendor.
6. Contract vendor sends monthly Reconciliation Report to Mohave.
7. Contract vendor remits administration fee monthly, based on invoices paid.
8. Mohave audits selected invoices.

8. PRICING

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

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

- 8.3. Basis for pricing:** This contract shall be administered as a fixed price contract. Fixed prices offered shall include prices for all items. Fixed prices shall be firm and may be updated on a quarterly basis, unless there is an occurrence of one or more economic price adjustment contingencies described in *Tab 3c*. Pricing may be updated and shall be approved in accordance with the following schedule: July 1st, October 1st and January 1st, and April 1st, or unless adjusted by Mohave and contract vendor. Contract pricing shall be submitted 10-days prior to the next price adjustment period. Pricing may be lowered at any time.
- 8.4. Decimal places:** Pricing shall use a maximum of three (3) decimal places, unless specified otherwise.
- 8.5. Effect of price:** No contract shall be awarded solely on the basis of price.
- 8.6. Fixed prices:** Fixed price bids shall include prices for any and all items. Fixed prices shall be firm until each quarterly update of the contract, unless there is an occurrence of one or more allowable economic price adjustment contingencies (raw material, fuel or other surcharges) outlined in the bid. If allowable price adjustment contingencies occur, contract vendor may submit a fully documented request for price adjustment to Mohave. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of bid submittal and results from an increased cost to contract vendor that was out of contract vendor's control.
- 8.7. Fixed price review:** Mohave will review requests for fixed price adjustments to determine if the new prices or another option is in the members' best interests. New fixed prices shall apply to the contract upon approval from Mohave. Price changes shall be a factor in contract renewal.
- 8.8. Market basket:** If bidder is providing an alternative product in the Market Basket, bidder must provide specifications for those products. *White papers are not specifications and are not acceptable.*
- 8.9. Overcharges by antitrust violations:** Mohave maintains that overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, contract vendor assigns to member any and all claims for such overcharges as to the goods or services used to fulfill the contract.
- 8.10. Price reduction and adjustment:** Price reduction may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave. Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than 30 days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member.
- 8.11. Price workbook:** All bidders must complete the 15F Concrete and Ancillary Services Workbook titled "15F-0403 WB.xlsx". Provide a CD, USB, or similar electronic media device with the completed workbook in your response. Paper copies of the workbook are required. Failure to complete and submit the 15F Concrete and Ancillary Services Workbook shall render your bid nonresponsive. *Place after Tab 3a.* If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.
- 8.12. Reimbursement for transportation, mileage, lodging, meals and incidental expenses (M&IE):** Contract vendor may charge for transportation, mileage, lodging and M&IE costs for employees that are required to travel to perform services at member site under this contract. An overnight stay is required for lodging reimbursement. Mileage reimbursement shall be at a specified rate. Transportation charges are separate from mileage, and may include airfare, car rental, etc.
- Reimbursements under this section shall not exceed the rates listed in approved pricing, and may not exceed the actual charge. To be eligible for reimbursement, estimated charges must be on the quote and approved by the member. Receipts for such reimbursements must be provided upon request from the member.

8.13. Travel time, mobilization, or trip charges: Contract vendor may charge for travel time, mobilization, or trip charges under this contract. Travel time is a labor rate charged for time in transit to and from a job site, per person. Travel time may be used with mileage reimbursement, but shall be listed separately. Travel time charges are only applicable for out of area employees working in Arizona under this contract. Mobilization or trip charges are charges for the movement of equipment to the jobsite. Charges under this section shall not exceed the rates listed in approved pricing. Such charges must be on the quote and approved by the member.

8.14. Promotional pricing offers: Special pricing offers (e.g., quantity discounts, time sensitive, bundles) must apply to all Mohave orders of similar size and scope. Special pricing limited to a single member is not acceptable. Mohave must approve special pricing before it is offered to any member.

9. SITE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

9.7. Smoking: Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

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

Until final acceptance by the member, it shall be the contract vendor's responsibility to protect all materials and equipment. The contract vendor warrants and guarantees that title for all work, materials and equipment shall pass to the member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

10. SUBCONTRACTORS

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

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

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

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

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

10.6. Use of subcontractors: Labor used to perform work under the contract shall permit the work to be carried on harmoniously and without delay, and that will not cause any disturbance, interference or delay to the progress of the project (e.g. engaging in strike, work stoppage, picketing, ceasing work due to a labor dispute). Subcontractor shall not employ anyone whose employment may be objected to by prime contractor, member or Mohave.

11. TERM OF CONTRACT AND EXTENSION

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

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

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

12. WARRANTY/QUALITY GUARANTEE

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

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

12.3. Quality: Unless otherwise specified, contract vendor warrants that for two (2) years after acceptance of the equipment or materials by member, they shall be:

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

12.4. Warranty requirements: Contract vendor warrants that all equipment, materials, and services delivered under this contract shall conform to the specifications. Any extended manufacturer's warranty shall be passed on to member without exception. Mohave reserves the right to cancel the contract if contract vendor charges member for a replacement part that the contract vendor received at no cost under a warranty. Contract vendor shall provide a performance guarantee for all concrete work of at least two (2) years.

Special Terms and Conditions Acceptance Form

Place after Tab 1d

Signature on Page 56 certifies complete acceptance of the Special Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

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

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

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

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

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

Scope of Work/Services

Place after Tab 1e

1. DESCRIPTION

In order to gain economies of scale, Mohave is formally soliciting sources for concrete and ancillary services as specified within this Invitation for Bid. These products/services are requested for Mohave's statewide membership of over 430 public agencies. Contracts, in whole or in part, shall be awarded to bidder, or bidders, for an initial one (1) year term and four (4) potential one-year extensions.

The scope of work/services and minimum specifications define the quality and characteristics of the desired materials and application. They are based upon specifications for known acceptable processes and materials. Specifications are not intended to be exclusive or to restrict competition. Bidders may offer alternate solutions, which meet the quality and performance characteristics in the specifications. Mohave shall review such bids and be the final judge on the acceptance of any alternate solutions.

This is a new contract for Mohave. We are responding to member requests from around the state for products/services. We anticipate that contract volume from this solicitation will be significant in the first year, and increase in volume in subsequent years. This information is provided as an aid to vendors in preparing bids only. The pricing schedule shall apply regardless of the volume of business under the contract. Work shall be performed at various locations statewide.

2. ESTIMATED TIMELINE OF EVENTS

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

EVENT	ESTIMATED DATE
Invitation for Bids Issued	Monday, March 9, 2015
Pre-bid Conference Held	Tuesday, March 17, 2015 at 10:00 a.m. (local AZ time) Audio Only Pre-bid conference will be held utilizing WebEx telephone conferencing. Please contact Mohave for reservation details.
Deadline for Questions	Friday, April 3, 2015 at 4:00 p.m. (local AZ time)
Published IFB Due Date and Time	Friday, April 10, 2015 at 3:00 p.m. (local AZ time) 625 East Beale Street, Kingman, AZ 86401
Public Opening of Bids	Friday, April 10, 2015 at 3:00 p.m. (local AZ time)
Notice of Intent to Award <i>(estimated date only)</i>	Friday, May 8, 2015
Execution of Contract(s) <i>(estimated date only)</i>	Friday, June 5, 2015

3. SUBMISSION OF BIDS

- 3.1. Bids should provide straightforward, concise information that satisfies the requirements. Expensive bindings and/or color displays are not necessary. Emphasis should be placed on conformity to the specifications and terms and conditions, as well as the completeness and clarity of the submittal content.
- 3.2. The bidder must submit a bid following information detailed in the *IFB Instructions to Bidder and Checklist*.

4. CONTRACT TYPE

The term contract shall be fixed price.

5. AWARD CRITERIA

The award criteria for this solicitation are as follows:

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

- 1) **Pricing Information:** Discount summary, electronic workbook and/or pricing documents, mobilization and travel charges, pricing methodology, bond methodology;
- 2) **Offer and Acceptance, Terms and Conditions, Scope of Work/Services and Specification Documents:** Offer and Acceptance, amendments (if any), acceptance of General and Special Terms and Conditions, Standard Terms and Conditions for Construction, Scope of Work/Services, Specifications with exceptions/deviations noted, bid bond/alternate security, bonding capacity;
- 3) **Required Information:** Complete response to the Method of Approach and Qualification and Experience pages, references (past performance information), certificate of insurance, company financials;
- 4) **Primary Contract Documents:** Completed primary contract documents, support and maintenance information, sample supplemental agreements;
- 5) **Additional Information:** Checklist form, descriptive literature and supporting printed data.

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

American Concrete Institute (**ACI**): www.concrete.org
Americans with Disabilities Act (**ADA**): www.ada.gov
American Hardboard Association (**AHA**): www.domensino.com/aha/
American Welding Society (**AWS**): www.aws.org
Arizona Department of Transportation (**ADOT**): www.adot.gov
Arizona Public Service (**APS**): www.aps.com
ASTM International (**ASTM**): www.astm.org
International Organization of Standards (**ISO**): www.iso.org
Maricopa Association of Governments (**MAG**): www.mag.maricopa.gov
Occupational Safety and Health Administration (**OSHA**): www.osha.gov
Pima Association of Governments (**PAG**): www.pagnet.org
Salt River Project (**SRP**): www.srpnet.com
Uniform Building Codes (**UCC**): www.iccsafe.org
US Army Corp of Engineers (**USACE**): www.usace.army.mil

Specifications

Place after Tab 1e

SPECIFICATIONS

Compliance with specifications: The fact that a manufacturer, supplier or bidder chooses not to produce or provide equipment, supplies and/or services to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive. Bidders shall offer equipment, supplies, and/or services they believe come closest to meeting specifications.

Deviations from specifications: Bidders will respond to each numbered specification by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Your exceptions/deviations must be clearly explained. Reference the specification that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly demonstrate how Mohave and its membership will be better served by the language. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final. Details for exceptions/deviations will be listed by specification number on the *Scope of Work/Services and Specifications Acceptance Form*.

Partial bids: Mohave will consider partial bids for award of a contract. Mohave will be the sole judge of products/services offered, and Mohave's decision shall be final.

Purpose of specifications: Specifications are designed to enable bidder to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If bidder believes a specification is unnecessarily restrictive, bidder must indicate such in its bid.

Use of brand names: Brand names, trade names, model numbers, and/or catalog numbers are used to describe the standard of quality, performance, and other characteristics needed to meet member requirements. Use of the name of a manufacturer, brand, make or catalog number is not intended to limit or restrict competition, nor does it restrict bidder from the submission of equivalent brands. However, Mohave reserves the right to decide whether alternatives to the identified manufacturer and brand are equal to the materials and equipment described in the solicitation. Mohave will be the sole judge on the question of equal quality, and Mohave's decision shall be final.

Requirement	Comply	Deviate*
1.1 General Requirements		
1.1.01 Contract vendor shall provide all labor, materials, equipment, and services required to complete each concrete and ancillary project according to a schedule developed with the member.	X	
1.1.02 Contract vendor and member shall agree to a scope of work, in writing and signed by both parties. Scope of work shall include, but not be limited to: condition of the site prior to start up; the work to be done; specific responsibilities of each party for all work tasks; milestones with dates and any other information needed to complete the project. Contract vendor shall provide a copy of this signed agreement to Mohave, if requested. <i>This agreed upon scope of work is not a contract to proceed. It is merely a mutual understanding of the scope of work.</i>	X	
1.1.03 All work shall be accomplished in accordance with the material and/or equipment manufacturer's instructions. Prior to performing any work, contract vendor shall make all personnel aware of such instructions.	X	
1.1.04 Contract vendor shall supervise all work, use qualified personnel and require personnel to be familiar with safety procedures, equipment operation, and manufacturer's installation requirements.	X	

1.1.05	Contract vendor's work responsibilities shall include all contract vendor planning, administration, and management necessary to provide all concrete and ancillary services as specified. Contract vendor shall perform the work in strict accordance with the contract and all current applicable federal, state and local laws, regulations, codes, or directives.	X	
1.1.06	Contract vendor shall properly dispose of all materials, debris or left over product according to current applicable federal, state and local disposal regulations from job site.	X	
1.1.07	During progress of the project, contract vendor shall keep a detailed record at the jobsite of all changes and corrections from the layouts shown in all provided drawings. Contract vendor shall promptly enter all such changes and corrections on contract or record drawings. Each sheet of the corrected set shall be stamped with "Record Drawings As-Built," or a similar notation.	X	
1.1.08	If the contract vendor uses subcontractors, the contract vendor shall guarantee that all work and materials used meet the specifications and requirements of an awarded contract. Any work that fails to meet the specifications and requirements of this contract shall be brought up to specifications at no additional cost to member, and within a reasonable time frame.	X	
1.1.9	Contract vendor shall conform to all current applicable ADOT, ADA, ISO, USACE, SRP, UCC and APS codes and standards.	X	
1.1.10	All materials and installation performed shall conform to current applicable ASTM, UCC, ACI standards and all other current applicable industry codes, specifications or standards.	X	
1.1.11	All work completed and materials used in Maricopa or Pima Counties shall conform to the current applicable standards, specifications and codes as described in the MAG or PAG regulations. Work completed in all other regions in Arizona shall conform to current applicable standards, specification and codes for those regions.	X	
1.1.10	Contract vendor shall observe all current applicable safety regulations as required by OSHA or other governing agency with jurisdiction over the project.	X	
1.1.11	Member shall establish hours allowed to work on project. Weekend work shall be permitted as long as contract vendor submits this request to member and member approves request.	X	
1.1.12	Contract vendor shall cut concrete according to the current MAG, PAG or other current applicable specifications as appropriate for other counties or jurisdictions for existing pavements and concrete, which are joined by new construction.	X	
1.1.13	Contract vendor shall use detectable warnings that conform to the current applicable ADA Accessibility Guidelines. Detectable warnings shall contrast visually with adjoining surfaces. Visual contrast shall be obtained by using safety yellow or other approved color. The color shall be an integral part of the material surface. The material is to be durable with a non-slip surface not subject to spalling, chipping, delamination, or separation. Prior to installation member shall approve all detectable warnings.	X	
1.2	Concrete		
1.2.01	Contract vendor shall provide the class of concrete that is appropriate to the work being accomplished or member's requirement. At a minimum, concrete shall be Class B unless otherwise noted.	X	
1.2.02	Contract vendor shall provide the following types of concrete including, but not limited to: standard, architectural, decorative, accelerated set, fiber-reinforced, flowable, pervious or insulated. Type of concrete provided shall depend on the application or member need.	X	

1.2.03	Contract vendor shall use aggregates in the concrete mix including, but not limited to: crushed stone, manufactured sand, gravel, sand or recycled concrete. Type of aggregate shall depend on application or member's requirement.	X	
1.2.04	Contract vendor shall ensure that concrete is cured by protection against loss of moisture and rapid temperature change in accordance with current applicable ACI standards.	X	
1.3	Cast-In-Place Concrete		
1.3.01	Contract vendor shall furnish and install cast-in-place concrete.	X	
1.3.02	Concrete admixtures shall be used to condition the concrete to meet specifications of work being performed and shall include, but not be limited to: air-entraining, accelerating, water-reducing or retarding.	X	
1.3.03	Concrete mixtures shall consist of cement, aggregate and water. The proportion of the cement, aggregate and water shall comply with current applicable ACI standards.	X	
1.3.04	Concrete accessories used shall include, but not be limited to: bonding agents, vapor barriers or floor hardeners.	X	
1.3.05	Bonding agents shall consist of two component epoxy resins, polysulphide-epoxy, polysulphide polymer epoxy or polysulphide polymer epoxy resin.	X	
1.3.06	Vapor barriers shall consist of 6-mil polyethylene sheet or heavy Kraft papers laminated together with glass fiber and over coated with polyethylene.	X	
1.3.07	Floor hardeners shall be metallic (e.g. magnesium fluosilicate and zinc fluosilicate with water) or a non-metallic hardener when hardened floor is subject to light or medium floor traffic.	X	
1.3.08	Concrete placement and finishing shall be completed in compliance with current applicable ACI standards.	X	
1.4	Exposed Aggregate Concrete		
1.4.01	Contract vendor shall furnish and install concrete with an exposed aggregate finish.	X	
1.4.02	Concrete mixture shall include, but not be limited to: cement, admixtures, aggregates, water, or bonding agent. Additional materials that may be used shall include, but not be limited to: cleaning agents or surface aggregates.	X	
1.4.03	Concrete shall be placed and vibrated to ensure that concrete is consolidated and that voids are filled.	X	
1.4.04	For formed concrete, forms shall be left in place until form removal can be effected without damage to the shape or strength of the concrete. Upon removal of the form surface cement paste shall be removed exposing the aggregate. Cover and continue curing procedures.	X	
1.4.05	For slabs, allow slab to cure until slab can be loaded without structural damage. Remove cement paste to expose no more than 40 percent of aggregate surface. Cover and continue curing procedures.	X	
1.4.06	Surface applied aggregate shall be evenly distributed on prepared concrete surface; aggregate shall be worked into surface to form a permanent bond. Continue curing procedures.	X	
1.5	Miscellaneous Precast Concrete Items		
1.5.01	Contract vendor shall furnish and install miscellaneous precast items. Precast items shall include, but not be limited to: stairs, planters, picnic tables, handrails, splash blocks and bumper curbs.	X	
1.5.02	Each precast item shall be complete and self-contained.	X	
1.5.03	Precast items shall be fabricated from concrete with a minimum strength of 3000 psi and be reinforced as required.	X	
1.5.04	Installation of precast items shall be completed per manufacturer instructions.	X	

1.5.05	Cleaning of precast items shall be accomplished after an installation. Cleaning processes used shall not change the character of exposed concrete finishes.	X	
1.6	Concrete - Formwork		
1.6.01	Contract vendor shall furnish and install structural cast-in-place concrete formwork.	X	
1.6.02	Contract vendor shall provide concrete formwork to include, but not be limited to: bollards, curbing, culverts, elevated slabs, slabs-on-grade, sidewalks, sidewalk ramps, driveways, pads or gutters.	X	
1.6.03	Contract vendor shall construct formwork using appropriate forms or machines designed to provide a specific finished form.	X	
1.6.04	All installations, formworks and accessories shall match existing materials as directed by the member.	X	
1.6.05	Formwork materials shall conform to current applicable ACI, AHA and ASTM standards and specifications.	X	
1.6.06	Formwork materials shall include, but not be limited to: corrugated or formed steel sheets with corrugations not less than 1/2"; exterior grade plywood with a minimum thickness of 3/4"; paper or fiber tubes constructed of laminate plies using water-resistant adhesive with a wax impregnated exterior; pan type 16 gauge steel with 1/4" concrete form hardboard or fiberglass at least .11 inch thick; lumber with a minimum thickness of 1" or void forms that are moisture-resistant treated paper faces that are biodegradable.	X	
1.6.07	Formwork accessories shall include, but not be limited to: form ties shall be metal and factory made; form coatings that shall not stain the concrete, absorb moisture or impair natural bonding; fillets for chamfered corners shall be wood strips or rigid plastic; dovetail anchor slots shall be galvanized steel with release tape sealed slot and bent tab anchors; flashing reglets shall be galvanized steel with release tape sealed slots and alignment splines for joints. Hardware shall include anchorages, spikes, nails, lag bolts and through bolts.	X	
1.6.08	Contract vendor shall ensure the forms are clean or reconditioned if reusing forms.	X	
1.6.09	Formwork shall be constructed to maintain tolerances in accordance with current applicable ACI standards.	X	
1.6.10	Formwork coating shall be applied prior to placing reinforcing steel, anchors or embedded items. Coating shall not be applied to surface where concrete surfaces shall receive special finishes.	X	
1.6.11	Chamfer strips shall be provided on external corners that shall be exposed.	X	
1.6.12	Formworks shall be removed in a progressive manner that shall prevent damage to the concrete.	X	
1.7	Concrete - Reinforcement		
1.7.01	Contract vendor shall furnish and install concrete reinforcement.	X	
1.7.02	Reinforcement materials shall include, but not be limited to: billet-steel bars, rail-steel bars or axle-steel bars that are plain or deformed with an uncoated or galvanized finish; welded steel wire fabric that is of a plain or deformed type fabric; stirrup steel, dowel steel or steel pipes with the ends closed with mortar, metal or plastic caps.	X	
1.7.03	Reinforcement accessories shall include, but not be limited to: wire ties that are 16 gauge black annealed wire; chairs bolsters, bar supports or spacers; supports for formed exposed surfaces shall be plastic protected wire or stainless steel.	X	
1.7.04	Reinforcement detailing and placement; laps and splices shall comply with current applicable ACI standards. Welding shall comply with current applicable AWS standards.	X	
1.7.05	Reinforcements shall be free from loose or flaky rust and mill scale.	X	

1.7.06	In slab beams, girders or reinforcing steel shall not be spliced at points of maximum stress. Dowels and ties bars in slabs on grade shall be placed at right angles to construction joints.	X	
1.7.07	Wire fabric reinforcements shall be continuous between expansion, construction and contraction joints in slabs on grade and between expansion joints in other slabs. Reinforcing bars shall not be continuous through expansion joints but shall be 2" clear from joints.	X	
1.8	Grout		
1.8.01	Contract vendor shall furnish and install grout for bases and joints.	X	
1.8.02	Contract vendor shall provide the following types of grout including, but not limited to: premixed, metallic, non-metallic, fluid and field-mixed.	X	
1.8.03	Grout shall be placed in accordance to current applicable standards or manufacturer specifications.	X	
1.9	Concrete Curing		
1.9.01	Contract vendor shall perform concrete curing using current applicable standards and manufacturer instructions.	X	
1.9.02	At a minimum the contract vendor shall protect concrete against loss of moisture and rapid temperature change for a period of not less than 7 days for normal concrete and 3 days for high early strength concrete.	X	
1.10	Specially Placed Concrete		
1.10.01	Contract vendor shall provide for the installation of pumped concrete.	X	
1.10.02	Specially placed shall comply with current applicable ACI standards.	X	
1.10.03	At minimum concrete pumps shall pump 100 cubic yards of concrete per hour. The type of pump used shall include, but not be limited to: piston, pneumatic or squeeze. Discharge lines shall be steel, coated aluminum or rubber hose.	X	
1.11	Second Pour Concrete		
1.11.01	Contract vendor shall provide for the installation of second pour concrete as directed by the member representative.	X	
1.11.02	Second pour concrete shall match the materials and mix used for the first pour concrete.	X	
1.11.03	Contract vendor shall prepare the surface and erect all forms, reinforcement and embedment required for the second pour concrete to be installed.	X	
1.11.04	Curing procedures used for the first pour concrete shall be used for the second pour concrete.	X	
1.12	Concrete - Accessories		
1.12.01	Contract vendor shall furnish and install concrete accessories.	X	
1.12.02	Concrete accessories shall include, but not be limited to: joint materials that include rubberized asphalt, polyurethane - base elastomeric, asphalt compound or liquid neoprene; sealers; water stops that included polyvinyl chloride or extruded neoprene.	X	
1.12.03	All joint surfaces where sealer shall be applied shall be clean, dry and free of loose concrete, dirt, oil or other foreign material.	X	
1.12.04	All joints shall be in accordance with current applicable ACI standards.	X	
1.13	Concrete Topping		
1.13.01	Contract vendor shall furnish and install concrete floor toppings.	X	
1.13.02	Concrete mixture shall consist of cement, sand and coarse aggregate. For non-skid surfaces the granolithic material shall consist of emery, hard mineral or non-staining metallic materials.	X	
1.13.03	Integral topping mixture shall be 1 part cement; 1 part sand and 2 parts aggregate.	X	
1.13.04	Base slab surface shall be roughened before topping placement.	X	

1.13.05 Mixture shall be spread evenly over base slab. Mixture shall be brought to the required depth and strike off level with a straightedge. Using a power-float finishing shall consolidate surface. Topping shall have a hard trowel finish. Control joints in topping shall be located directly above joints in base slab.	X	
1.13.06 Granolithic finish mixture shall be 1 part cement; 1 part sand and 1 1/2 parts aggregate mix. Topping shall be spread the same as the integral topping. Prior to final troweling, granolithic material shall be spread evenly and worked into the surface to provide for a complete bond.	X	
1.14 Rusticated Concrete Finishes		
1.14.01 Contract vendor shall furnish and install rusticated concrete finishes per member's requirement.	X	
1.14.02 Materials used as forms shall include, but not be limited to: overlaid plywood which is high density overlaid concrete form; Class 1 exterior grade or better plywood that shall be mill-oiled and edge sealed with legible inspection marks; chamfer strips that shall be made of clear white pine with a surface against the concrete that is planed, metal, PVC or rubber.	X	
1.14.03 Form construction shall provide the required sizes, shapes, lines and dimensions to provide continuous, straight, smooth exposed surfaces. Forms shall be fabricated for easy removal without hammering or prying against concrete surface. The number of joints shall be minimized and be made water tight to prevent leakage.	X	
1.14.04 Provisions shall be made in the forms to allow for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, inserts or other features required.	X	
1.14.05 Forms shall be oiled with form-coating compounds that shall not bond with, stain, nor adversely effect concrete surfaces or shall not impair subsequent treatments of concrete surfaces.	X	
1.15 Solid Board Concrete Finishes		
1.15.01 Contract vendor shall furnish and install solid board concrete finishes per member's specifications.	X	
1.15.02 Materials shall include, but not be limited to: overlaid plywood which is high density overlaid concrete form; Class 1 exterior grade or better plywood that shall be mill-oiled and edge sealed with legible inspection marks; fiberboard that is tempered, waterproof, screen back, concrete form hardboard.	X	
1.15.03 Form construction shall provide the required sizes, shapes, lines and dimensions to provide continuous, straight, smooth exposed surfaces. Forms shall be fabricated for easy removal without hammering or prying against concrete surface. The number of joints shall be minimized and be made water tight to prevent leakage.	X	
1.15.04 Forms shall be oiled with form-coating compounds that shall not bond with, stain, nor adversely effect concrete surfaces or shall not impair subsequent treatments of concrete surfaces.	X	
1.16 Alternate Concrete Finishes		
1.16.01 Contract vendor shall provide alternate concrete finishes per member's specifications.	X	
1.16.02 Alternate concrete finishes shall include, but not be limited to: polished, stamped, stained, dyed, overlay, or epoxy coatings.	X	
1.16.03 Contract vendor shall prepare the surface using the applicable grinding method, cleaning agents, resins, bonding agents, cement, sand, aggregate and admixtures to properly prepare surface concrete surface, form or precast item.	X	
1.16.04 Contract vendor shall use the current applicable standards and instructions to install finish to the type of surface being finished.	X	

1.17 Concrete Restoration and Cleaning		
1.17.01	Contract vendor shall provide for the restoration and cleaning of concrete surfaces, slabs, precast items and cast-in-place formwork items.	X
1.17.02	Contract vendor shall clean or restore concrete surfaces using current applicable standards and instructions for the type of surface, form or precast item being restored or cleaned. Contract vendor shall use the appropriate cleaning agents, resins, bonding agents, cement, sand, aggregate and admixtures to properly restore or clean the concrete surface, form or precast item.	X
1.18 Concrete - Supplies and Materials		
1.18.01	Contract vendor shall provide the following supplies and materials to include, but not be limited to: cleaners and additives; concrete forming and preparation; curing, sealing and coating; decorative concrete; hardscapes; patch and repair materials; site preparation tools and hardware.	X
1.18.02	Contract vendor shall supply concrete tools including, but not limited to: brooms, brushes, trowels, jointers, groovers, floats, stamps, screeds, edging tools, spreaders, compactors, vibrators, expandable handles and gutter tools.	X
1.18.03	Concrete vendor shall supply reinforcements and reinforcement accessories including, but not limited to: rebar, wire mesh, rebar ties, bolsters, highchairs, benders, cutters, fasteners, chairs, pliers, spacers and safety caps.	X
1.18.04	Contract vendor shall supply concrete forms and form accessories to construct various formworks/flatworks including, but not limited to: curbing, gutters, driveways, sidewalks, patios, parking lots or lightweight paving. Forms provided shall be manufactured using the following but not limited to: steel, wood, plastic, cardboard or fiber.	X
1.18.05	Contract vendor shall provide joint materials including, but not limited to: aluminum flashing, control joints, expansion foam, joint caps, joint fiber, PVC water stop and PVC flashing.	X
1.18.06	Contract vendor shall provide patch and repair materials including, but not limited to: patch and overlay materials; crack and joint repair materials; bonding agents.	X

***Exceptions/deviations must be listed on the *Scope of Work/Services and Specifications Acceptance Form*. List the specification number for each exception/deviation.**

Scope of Work/Services and Specifications Acceptance Form

Place after Tab 1e

Signature on page 56 certifies complete acceptance of the Scope of Work/Services and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Scope of Work/Services and Specifications:

- We take no exceptions/deviations to the Scope of Work/Services and Specifications.**

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

- We take the following exceptions/deviations to the Scope of Work/Services and Specifications. All exceptions/deviations shall be clearly explained. Reference the corresponding Scope of Work/Services or Specifications that you are taking exceptions/deviations to. Provide details on your exceptions/deviations below:**

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

DBA Construction, Inc. performs all of the work described in the requirements of Section 1.1 through 1.18, however, most of the work outlined in the Full Pricing Schedule is covered by Sections 1.1, 1.2, 1.3, 1.5, 1.6, 1.7, 1.9, and 1.11. Sections 1.4, 1.8, 1.10, 1.12, 1.13, 1.14, 1.15, 1.16, 1.17 and 1.18 are specialty categories and will be priced on a case-by-case basis.



March 23, 2015

Mohave Arizona Cooperative Purchasing
625 E. Beale St.
Kingman, AZ 86401

Re: DBA Construction, Inc.
Bid # IFB 15F-0410
Concrete & Ancillary Services

To Whom It May Concern:

We are providing this information at the request of our insured, DBA Construction, Inc.

The Hartford Casualty Insurance Company has been their bonding company since 2012. They are approved for bonds covering up to a \$5,000,000 single limit and potential work program of up to \$12,500,000 aggregate.

We continue to be confident in DBA Construction's ability to perform and recommend them for your favorable consideration.

This letter is not to be construed as an agreement to provide surety bonds for any particular project, but is offered as an indication of our past experience and confidence in this firm. Any specific request for bonds will be underwritten on its own merit.

Please do not hesitate to contact me for any further or more detailed information.

Sincerely,

A handwritten signature in black ink, appearing to read "Tracy A. Miller", written in a cursive style.

Tracy A. Miller
Attorney-In-Fact

Bid Bond

Place after Tab 1f

KNOW ALL MEN BY THESE PRESENTS:

THAT, DBA Construction, Inc.
(hereinafter called Principal), as Principal, and Hartford Casualty Insurance Company
a corporation organized and existing under the laws of the State of Indiana, with its principal office
in the city of Hartford, (hereinafter called the
Surety), as Surety, are held and firmly bound unto Mohave Educational Services Cooperative, Inc. in the
State of Arizona, (hereinafter called the Obligee) in the amount of \$100,000 for payment whereof the
said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Concrete and Ancillary Services

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter
into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds
as may be specified in the bidding or contract documents with good and sufficient surety for the faithful
performance of such contract and for the prompt payment of labor and material furnished in the
prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give
such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the Obligee may in
good faith contract with another party to perform the work covered by said bid, then this obligation shall
be null and void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorney
fees as may be fixed by a judge of the court.

Witness our hands this 23rd day of March, 2015.

DBA Construction, Inc.

PRINCIPAL

SEAL

BY 

Hartford Casualty Insurance Company

SURETY

SEAL


By Tracy A. Miller, Attorney-in-Fact

Commercial West Insurance Agency
1225 W. Houston Ave., Ste. 101, Gilbert, AZ 85233
AGENCY OF RECORD

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 Bond T-4
 One Hartford Plaza
 Hartford, Connecticut 06155
 call: 888-256-3488 or fax: 860-757-6835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 59 - 307001

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of

Kathy L. Duncan, Ronda H. Epperson, Carrie A. Brown, Jennifer R. Cooper, Jacob H. Grover, Tracy A. Miller, Aaron M. Schneider, Jeffery L. Steed of GILBERT, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
 Notary Public
 My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 23, 2015.
 Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President

Supplemental Information – Method of Approach

Place after Tab 2a

Bidder shall respond to each item below. The information will be used to assist Mohave in evaluating the method of approach that a bidder would take regarding specific issues under an awarded contract. Do not use "boilerplate" answers for the questions. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your bid being considered nonresponsive.

1. Prepare an Executive Summary that provides a short narrative description of what you are offering for this contract.
2. Bidder shall provide a project plan that describes how the bidder intends to implement the plan to Mohave and its members. This information will include, but not be limited to:
 - Account team structure and role which includes, but is not limited to description of sales contact process, account team support, and periodic account review processes;
 - Communication process with Mohave and its members;
 - Any other value-added services that may benefit members.
3. Indicate how you will ensure your sales staff does not sell products or services that are not on contract or will not meet the public need.

SEE ATTACHED FOR DETAILED RESPONSES TO 1, 2 AND 3

Indicate if your bid is regional or statewide: Regional _____ Statewide X

If regional, indicate the regions in Arizona you will serve.

Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are.

Other than providing services that are not a part of this contract's scope of work, we have no limitations

to providing our services to the members of the Mohave Co-Op.

In the past three years, what percentage of your Arizona business do you estimate was in each geographical area identified below?

Maricopa/Pinal/Pima counties 50 %

Northern Arizona 10 %

Southern Arizona 3 %

If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

First, we will start by informing existing clients of our new contract and its capabilities. Second, we will open up dialog with existing Mohave members with whom we have worked in the past to make them aware of the contract availability, and third, we will call on members who are new to DBA Construction to introduce them to our services, reputation, and contract availability.

How will you use local subcontractors to accomplish the work? What is the maximum amount of work you will subcontract to complete a job?

On average, DBA has provided self-perform services for 85% or more of the work we are contracted to complete.

In the event that a particular task order requires services outside our company's capabilities, we can and will

subcontract. Typically, we prefer working with subcontractors and suppliers local to the owner and/or job site to

ensure value pricing and speed in scheduling. This also helps the local economies. We have outstanding

relationships with subcontractors and suppliers across the State, having been in business since 1996 and

completing projects for other clients and other price contractors throughout the State.

SUPPLEMENTAL INFORMATION - METHOD OF APPROACH - TAB 2A

1. EXECUTIVE SUMMARY

Understanding clients' needs and responding to them with quality workmanship, a sense of urgency, and fair pricing are what sets DBA Construction, Inc. (DBA) apart from our competition. We have always provided our customers with excellent work, without claims, in almost 20 years in the heavy construction business. Our specialized experience in concrete placement and rehabilitation began as specialty subcontractors working for major primes in Arizona. Over the last 20 years, we have built upon that knowledge and the relationships built from providing quality work to achieve success as a General Contractor leading the industry in concrete construction. Our team is experienced and knowledgeable in the following work types and regularly performs these services:

- Concrete sawing
- Pavement rehabilitation
- Concrete spall repairs
- Concrete-lined / shotcrete evaporation ponds
- Soil cement
- Cast-in-place box culvert construction
- Concrete paving (PCCP)
- Headwall and other irrigation structure construction
- MSE wall construction
- Decorative concrete
- Concrete restoration (using Epoxy resin-based injections, methacrylate applications, carbon fiber wrapping)
- Runway / taxiway repair
- Concrete aircraft aprons / helipads
- Concrete demolition and removal
- Canal lining
- Concrete flatwork (curb, gutter, sidewalks) including rolled, extruded and ribbon curbing
- ADA ramps (per Federal standards)
- Poured-in-place concrete retaining walls
- Manhole adjustments
- Concrete pavers
- Concrete soundwalls/privacy walls using formliners / block-outs
- Concrete texturization / rustication
- Installation of precast concrete items
- Broom-finishing / tined-finishing

DBA by the numbers:

• 80+ employees	• 50+ pieces of company-owned heavy equipment
• 85% self-perform capabilities (on average)	• 250+ municipal projects
• 12 ongoing open-end/on-call contracts	• Self-certified small business with US SBA
• Zero lost-time accidents / zero recordables in 7 years	• 0.67 Experience Modification Rate

Our team has worked in every corner of the State of Arizona and these include highly remote locations, some within Reservation land and land overseen by the U.S. Forest Service or Arizona State Land. From the Grand Canyon to Nogales and from Page to Yuma, we are ready to serve Mohave and their members with fast response times and quality, safe work.

SECURE, STRAIGHTFORWARD CONSTRUCTION SERVICES



2. PROJECT PLAN

DBA's professional construction staff includes Project Managers, Project Coordinators/Engineers, Project Superintendents, Specialty Superintendents, Estimators, Heavy Equipment Operators, Carpenters, Concrete Finishers, CDL Truck Drivers, Laborers, Mechanics, Safety Personnel, and administrative staff including accounting, marketing/business development, and project assistants.

Our company organizational chart is included in this section. It identifies lines of authority and communication.

Our plan for implementing and executing the Concrete and Ancillary Services contract with Mohave is simple. Our designated Contract Manager, Jordan Hamula, will set up a meeting with the lead contracting representative with Mohave as soon as a contract is negotiated. Jordan will be Mohave's single-point-of-contact for this contract and he has full authority to act on behalf of DBA in all matters of construction and project management, including but not limited to, field and management decisions.

Members will be marketed by DBA's Business Development Manager, Jeanne Sapon, to introduce the company and inform, on behalf of Mohave, as to DBA's contract availability and business capabilities. Once a specific project is identified, either by DBA or via Mohave, Jordan will set up a scoping session with Mohave representatives and the client to obtain the project's scope of work, potential challenges, project schedule, discuss options for value-added ideas and innovations relative to construction methodologies. Once the scope of work has been agreed to by all parties involved, an estimate will be prepared with DBA's lead Estimator, Tim Ginter, P.E., estimating staff, and Jordan based on the provided Bid Schedule in this submittal. The estimate will then be turned over to the Mohave representative in charge for final review and approval. Once approval has been received by DBA, arrangements for site mobilization and crew assignments will be established and DBA will begin construction.

Value Added Services

Solving challenges and finding solutions to problems has always been a valuable tool used by DBA to help clients achieve success in their construction projects. This isn't a service we offer for alternative delivery projects (design-build, construction manager at risk, job order contracting) but something we aspire to provide for every project we undertake.

Part of the company's vision includes the values of Integrity and Flexibility. These values are included in every project we undertake and have proven to be a benefit both to our clients (in the form of lower costs or time saved), but also a benefit to DBA by affording us a reputation worthy of repeat work over many years. Examples of value-added ideas included in our recent construction projects are identified below in the table:

Project	Client	Value Added/Innovation	Cost/Time Savings
Williams City Dam	City of Williams	Researched new mix design to replace mechanically-foaming concrete for filling abandoned pipe with approved grouted pipe.	75% of original specified materials
McKellips Park Lake Dam	City of Scottsdale	Instead of hauling off excavated rock, placed rock into lake for a natural fish habitat and eliminated hauling costs	
JOC for Concrete Repair & Replacement	City of Peoria	Traffic control plan enabled single lane closures allowing traffic to flow through roundabout	\$200.00
Breakaway Cable Terminal Replacements, Phases I & II	ADOT	Work sequencing plans enabled work at multiple sites simultaneously, shortening schedule.	39 days - reduced 33% of traffic control costs
Six Shooter Canyon Road	Gila County	Ideas for improvements to storm drain system and alternative material selection for rock wall/fence resulted in project savings	15% off of original budget
Coolidge Airport Airfield Improvements	City of Coolidge	DBA shop-fabricated a leveling/grading beam and attached it to a Gannon tractor, supplying an efficient way to grade a narrow stretch of parking apron subgrade.	This method allowed narrower sections of pavement to be removed, lessening impact to aircraft parking.

SECURE, STRAIGHTFORWARD CONSTRUCTION SERVICES





3. SALES PLAN

DBA's intent for this contract with Mohave is to provide Concrete and Ancillary Services to Mohave's members per the contract's scope of work outlined. As our contract with Mohave is to provide Concrete Construction services, and only those services, our intent for sales (or business development) is to sell members on the use of the contract only.

In the event a Mohave member approaches DBA about providing additional services outside the contract scope of work, we will inform Mohave of the request, and provide a fair and equitable estimate for executing the work. DBA will keep Mohave informed of any communications between our Project Manager and the member about requests for any work outside the scope of the contract. It is not DBA's intent to directly compete with other Mohave contract-holders for services not in our scope of work. Our Business Development Manager and other staff will not actively promote services to Mohave members outside our defined scope of work.

SECURE, STRAIGHTFORWARD CONSTRUCTION SERVICES



Supplemental Information – Qualifications and Experience

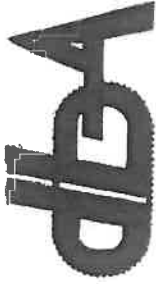
Place after Tab 2a (except as noted below)

Bidder shall respond to each item below. The information will be used to assist Mohave in evaluating the qualifications and experience of the bidder. Do not use "boilerplate" answers for the questions. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your bid being considered nonresponsive.

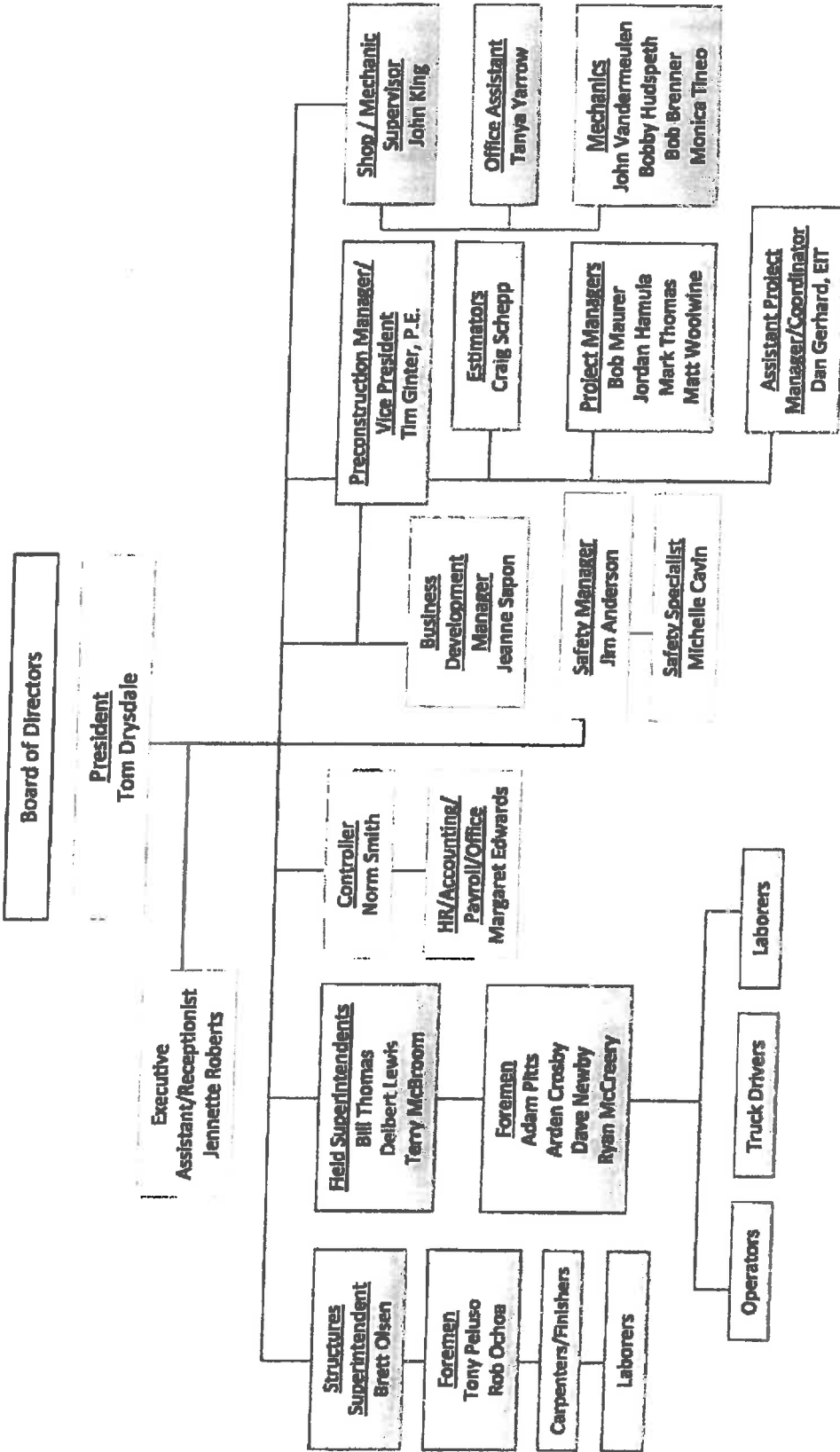
1. Write a *brief* history of your company that includes length of time in business and your firm's philosophy of doing business. If bidder has recently purchased an established business or has proof of prior success in this business or a closely related business, please provide written verification.
2. Provide the address for your company's headquarters. Provide addresses for any branch offices in Arizona. Indicate how long your company has provided the services/products you are proposing. Provide names, titles, qualifications and experience of the key people who will support this contract.
3. Provide a current letter from your financial institution indicating the range of credit available to your firm, (e.g., "credit in the low nine figures" or "credit line exceeding five figures"). Provide a current letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history. *These letters will only be used to evaluate bids and will not be made available to the public.*

Bidders may submit current audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Bidders are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation. All financial information will be kept confidential. **Place after Tab 2c.**

4. Indicate if any of the products you are offering received any awards or nominations for excellence. Indicate if the products offered in the bid meet applicable industry standards. List applicable awards and/or standards.
5. Indicate if your firm would qualify as a minority owned business. To qualify for ownership as a minority owned business, at least 51% of the firm's ownership must be held by a person, or persons, of a particular group (e.g., Woman owned, Hispanic owned, Native American owned, etc.). Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege license and written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws and stock certificates for corporations. **NOTE: This information is used for reporting purposes only and is not a factor in evaluation.**
6. Include information regarding your authorization to submit a bid for the specified products/services and that you can provide the services if awarded a contract. Indicate if you are a bona fide dealer for the products/services in the bid or if you are a manufacturer of the products/services in the bid.
7. Provide a letter of reference from three (3) different Arizona public agencies where work has been successfully accomplished/products and have been sold in the past five (5) years, for specific goods/services related to this solicitation. If you cannot provide three (3) Arizona public agency letters of reference, provide other public agency references. Include the reference letters in your response. Reference letters sent directly to Mohave on your behalf cannot be accepted. The letters of reference should provide the following information:
 - Organization's name and location
 - Organization's representative and contact information (phone and email address)
 - A brief description of the work, when and where the work was performed
 - Any specific issues that may be pertinent regarding the work performed
 - Letters shall be properly dated, signed and on organization's letterhead



DBA Construction, Inc.





SUPPLEMENTAL INFORMATION - QUALIFICATIONS AND EXPERIENCE - TAB 2A

SECURE, STRAIGHTFORWARD CONSTRUCTION SERVICES

1. COMPANY HISTORY

DBA is a Phoenix-based, privately-held "S" Corporation incorporated in Arizona in 1996. The firm holds contractor's licenses in Arizona, New Mexico, and Texas with licenses pending in Nevada and Louisiana. As a General Engineering "A" license holder, DBA is qualified to perform all forms of construction and we are certified by the Arizona Department of Transportation (ADOT) to perform all classes of construction. Beginning our business in 1996 as a specialty subcontractor in concrete placement, we have grown the business to include earthwork (clearing, grubbing, rough and fine grading, drainage, etc.); paving (concrete and asphalt); cast-in-place and precast concrete structures; concrete flatwork (curb, gutter, sidewalks, ADA ramps, etc.); hardscaping and decorative concrete.

Our company values of Quality, Safety, Flexibility and Integrity have proven to guide us in our decision-making in all manners of business. These values and our commitment to them has provided us with an excellent reputation amongst clients, subcontractors, suppliers, and designers who continue to provide us with repeat work.

As a well-established, quality contractor with a reputation for excellent hiring practices, DBA has always been able to attract quality construction professionals. Many of our hires were recommended by existing staff. Relative to safety, proper safety standards are employed on every job. This includes a well-established accident prevention program and oversight of the program by our corporate Safety Manager, Jim Anderson. DBA requires a drug-free and safe work environment and each employee is subject to pre-employment screening and training protocols including a 7-year background check for security purposes.

2. OFFICE LOCATIONS

DBA's corporate office is located at 1833 South 59th Avenue, Phoenix, Arizona 85043. This location includes DBA's administrative offices, equipment and maintenance yard.

3. BANK LETTER-(SEE ENCLOSURE - TAB 2c)

4. APPLICABLE AWARDS

DBA has received the following awards for projects completed in Arizona:

- "Sentinels of Safety" Award for the Vulcan Materials 24th Street Pit project from the Mine Safety and Health Administration
- "Build Arizona" Award for the CMAR Black Canyon Lake Spillway project from the Arizona Chapter of Associated General Contractors
- "Excellence in Partnering" for the Breakaway Cable Terminal Replacement project for ADOT from the State of Arizona

5. MINORITY-OWNED FIRM QUALIFICATION

DBA is a self-certified small business registered with the U.S. Small Business Administration. We are not, however, disadvantaged or minority-owned.

6. AUTHORIZATION TO SUBMIT

DBA is a licensed, bonded and insured General Engineering contractor in the State of Arizona. We are listed in the Registrar of Contractors in "good standing". The Bondability Letter requested from our Bonding Agent is included in this package along with our Bid Bond.

7. LETTERS OF REFERENCE (SEE ENCLOSURES - THIS SECTION)





March 5, 2015

Mr. Tom Drysdale
DBA Construction, Inc.
PO Box 63035
Phoenix, AZ 85082

Re: Completion of Helmet Peak Access Road Improvements Project, Contract
No. C14118 – Central Arizona Project

Tom,

I wanted to take the opportunity to thank you for the excellent work you performed for us on the Helmet Peak Microwave Tower Access Road. It was a pleasure working with everyone from your company that I dealt with on the project.

Beginning with my initial conversation with you, the response and dedication to the project was clearly exhibited. We needed to initiate and complete the work in a timely manner and DBA Construction (DBA) was certainly the correct choice for the work. Not only did DBA complete the work in an efficient manner, the end product was superior.

Thanks again for the great job; we look forward to working with you in the future.

Sincerely,

Rick Buelow

Digitally signed by Rick Buelow
DN: cn=Rick Buelow, o=CAPAZ,
ou=Engineering, email=rickbuelow@cap-az.com,
c=US
Date: 2015.03.05 09:55:37 -0700

Rick Buelow
Senior Contract Administrator

C: Project File



City of Peoria

Engineering

9875 N. 85th Avenue, Peoria AZ 85345
Ph: 623-773-7212 Fax: 623-773-7211

September 25, 2012

Mr. Tom Drysdale, President
DBA Construction, Inc.
P.O. Box 63035
Phoenix, Arizona 85082

Reference: Performance Commendation
City of Peoria Job Order Contract ACON37511
Miscellaneous Concrete & Sidewalk Construction

Dear Tom,

I want to congratulate DBA Construction, Inc. on being awarded a second term for the above mentioned 5-Year Job Order Contract (JOC) with the City of Peoria.

The team at DBA has been an outstanding JOC partner to the City of Peoria on every job order you have been awarded. Your company's immediate responsiveness to our requests, flexibility in proposal negotiations, quality of work, and value-added innovations are what make DBA a great JOC contractor. Promises are always kept relative to schedule and an ever increasing limited budget. Every one of your projects is completed in a safe manner, protecting commuters, pedestrians and workers. Your project management staff work alongside our traffic department to minimize impacts to the traveling public and our Project Managers are pleased with ideas you bring to the table to complete the work faster or minimize costs to the City. I understand that you have also received favorable comments from homeowners and business owners adjacent to your jobs. This makes my job easier, knowing that problems are being solved at the field level and City Hall is relieved of phone complaints.

Working with your team has been a pleasure for City staff, from Contracting through Engineering to Field Inspections. We look forward to continuing our relationship with DBA on this JOC into the next four years and hope you will consider competing for other alternative delivery projects in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Nissen".

Dan Nissen, P.E.
Assistant City Engineer



Arizona Department of Transportation
Intermodal Transportation Division
208 South Seventeenth Avenue Phoenix, Arizona 85007-3213

Janice K. Brewer
Governor

John S. Hallenowski
Director

May 1, 2012

Jennifer Toth
State Engineer

Mr. Tom Drysdale
President
DBA Construction, Inc.
P.O. Box 63035
Phoenix, Arizona 85082-3035

Reference: Performance Commendation

Dear Tom,

I want to thank you and commend you and your fine staff at DBA Construction for the excellent work you performed for ADOT on the Valleywide Barrier Cable Terminals (BCT) Replacement project.

As a result of FHWA's mandate to improve the likelihood of survival on barrier crashes along major highways, the existing BCT's are being systematically replaced along four state highways (SR-101L, SR-202L, SR-143 and SR-87) and three major freeways (US-80, I-17 and I-10) within Maricopa County for a total of 109 separate sites in the first phase. The BCT's are being replaced with updated and improved Impact Attenuators that have been proven to absorb the impact from errant vehicles lessening the probability of involving additional vehicles.

Your team, led by Bob Maurer, Project Manager, provided outstanding service to ADOT by thoroughly communicating your schedule and work plans with ADOT staff and planned traffic detours way ahead of time; developing solutions to manage labor and other resources minimizing traffic impacts; and have been flexible and cooperative with ADOT and other stakeholders to provide complete sections of the project within the budget and ahead of schedule.

My team and I are extremely pleased with the work you have completed to date and are looking forward to the work planned for phase 2. Your attention to detail and ability to partner with ADOT and others on this very important project, demonstrates to ADOT that DBA Construction is a superior contractor in Arizona and one that we would consider for future work with the department. I look forward to having additional opportunities to work with you and your staff on future endeavors together.

Sincerely,

A handwritten signature in black ink, appearing to read "Julie Gadsby", written in a cursive style.

Julie Gadsby, P.E.
Senior Resident Engineer

Indicate if your bid is regional or statewide: Regional _____ Statewide X

If regional, indicate the regions in Arizona you will serve.

Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are.

Other than providing services that are not a part of this contract's scope of work, we have no limitations

to providing our services to the members of the Mohave Co-Op.

In the past three years, what percentage of your Arizona business do you estimate was in each geographical area identified below?

Maricopa/Pinal/Pima counties 50 %

Northern Arizona 10 %

Southern Arizona 3 %

If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

First, we will start by informing existing clients of our new contract and its capabilities. Second, we will open up
dialog with existing Mohave members with whom we have worked in the past to make them aware of the contract
availability, and third, we will call on members who are new to DBA Construction to introduce them to our services,
reputation, and contract availability.

How will you use local subcontractors to accomplish the work? What is the maximum amount of work you will subcontract to complete a job?

On average, DBA has provided self-perform services for 85% or more of the work we are contracted to complete.

In the event that a particular task order requires services outside our company's capabilities, we can and will

subcontract. Typically, we prefer working with subcontractors and suppliers local to the owner and/or job site to

ensure value pricing and speed in scheduling. This also helps the local economies. We have outstanding

relationships with subcontractors and suppliers across the State, having been in business since 1996 and

completing projects for other clients and other price contractors throughout the State.

Place after Tab 3b

Mobilization and Travel Description

If mobilization and/or travel rates are applicable, describe how they are calculated, and when they are necessary, (e.g. 50 miles from origin, etc.). Include information regarding what the mobilization and travel rates cover. (See Pricing: Reimbursement for Transportation, Mileage, Lodging, Meals and Incidental Expenses in the Special Terms and Conditions.)

Mobilization includes equipment and personnel. In the case of personnel, DBA provides a per diem for salaried employees (PM, Superintendent, Project Engineer, etc.) that is equal to \$145/night which includes lodging (if outside the Phoenix metro area for more than a day), food, and transportation is covered with company-owned pick-up trucks. Hourly employees are reimbursed at the rate of \$75/night for the same arrangement with the exception of company-owned pick-up trucks. Transportation for hourly personnel is usually provided with carpooling or the use of personal vehicles. Mobilization of heavy equipment is billed at DBA's transport rate of \$140/hour (port-to-port).

Contingencies for Economic Adjustments Description

Outline any contingencies for economic adjustments. (See Basis for Pricing in the General Terms and Conditions.)

N/A

Volume Discount Description

Provide a description as to how your volume discounts (if offered) will be managed under an awarded contract.

DBA is not offering any volume discounts for this contract.

Place after Tab 3c

Bond Methodology Description

Provide detailed information explaining the methodology to be used when bonds are applied to projects. Describe in detail the method your surety company requires you use (e.g., bonds are applied before sales tax is applied, bonds are applied after sales tax is applied, etc.) Mohave will use this information to verify that your firm is consistently charging bonds in the same manner under an awarded contract.

Bonds can be acquired for Mohave members using two different methods if approved by Mohave. First, DBA can obtain individual bonds for each task order if task orders are contracted in low volume (1, 2, or 3, etc.). In the event the member is interested in issuing an open-end purchase order for multiple task orders across several locations simultaneously or for longer terms (6 months, etc.), DBA can obtain a bond amount covering the estimated value of the task orders up to a stated amount (e.g., \$500K), which can be updated or increased on an as-needed basis.

For project sizes: \$0.00 to \$150K - Bond Rates are 1.2% of the project total

For project sizes: \$150K to \$1.5M - Bond Rates are 1.1% of the project total

For project sizes: Over \$1.5M - Bond Rates are 1.0% of the project total

Delivery of Services to Remote Areas Description

Outline any processes or procedures that would be used to deliver services to members in outlying or remote areas.

DBA has completed many projects in remote areas of the State since 1998. We are capable of staffing and mobilizing equipment to remote areas within 3 days of a contract negotiation for the task order. Depending on the distance, DBA may choose to pay employees to stay overnight near the jobsite.



EVALUATION REQUIREMENTS - PRICING INFORMATION - TAB 3C

SECURE, STRAIGHTFORWARD CONSTRUCTION SERVICES

QUALIFICATIONS FOR MOHAVE PRICING

- The aggregate base course (ABC) and concrete quantities are bid in full-truck increments
- All project sites are to be fully accessible by conventional equipment
- Traffic control is to be priced on a case-by-case basis and is not included in the attached prices
- Taxes will vary from location to location and are not included in the attached prices
- Quality Control Testing and Survey costs are not included in the attached prices
- Water supply and delivery will vary from location to location and the associated costs are not included in the attached prices
- If the mobilization fees for multiple items are utilized for one project site (demolition and grading, for example), not all of the mobilization fees may be necessary, there could be some savings for the particular task order
- Prices quoted do not include TERO fees or hiring preferences



General Information

Solicitation Number: 15P-4403
Name of RFP: Concrete and Ancillary Services
Contract Vendor's Name: DBA Construction, Inc.

Section One: Retain, Shipping and Bond Information

Project Size \$0 through \$150,000 Bond Rate = 1.2% of project total
Project Size \$150,000 through \$1,500,000 Bond Rate = 1.1% of project total
Project Size over \$1,500,000 Bond Rate = 1.0% of project total

Section Two: Lodging, M&IE, Mileage, Mobilization, and Travel/Drive Rates

On projects that are out of the Phoenix metropolitan area that require and overnight stay the Supervisors (Superintendent, Foreman, Project Manager, Project Engineer) are given \$145 per night for lodging and per diem, hourly personnel (laborers, operators...) are given \$75 per night for lodging and per diem.
The lodging section above includes Meals / travel / per diem costs.

The lodging section above includes Meals / travel / per diem costs.

Mobilization using DBA Construction's equipment transport will be billed at \$140.00 per hour, port to port. Any outside transport services, such as permits, pilot cars, or oversize loads will be billed at invoice +15%.

For travel time to and/or from the project, labor time will be billed at the applicable hourly rates.

For travel time to and/or from the project, labor time will be billed at the applicable hourly rates.

Section Three: Fees and Service Rates

Dumpster fees will be billed at actual invoice amount + 15%.

Permits will be billed at actual invoice + 15%. Typically for under 1 acre, an AZPDES permit costs \$250.00, for project sizes greater than 1 acre up to 40 acres the AZPDES permit costs \$350, and for projects greater than 50 acres costs \$500.00. Individual municipal permits vary in cost depending on the agency.

For design services associated with this project DBA will team up with an engineering/design firm to provide the required services.

Labor Rates:

Replace the text below with a description of each of your labor service rates. Replace the "Labor Description" below with the name of the labor rate (i.e., Service Technician I). Replace the "Labor Rate" below with the actual rate, or range of rates. Include regular, overtime, weekend and holiday rates for that specified labor type. Add additional line items as necessary to describe all of your labor rates. Indicate "N/A" if labor rates do not apply under an awarded contract. (NOTE: Labor Rates not included in the concrete fixed prices may be included in Section Four or on the Product and Services Price List.)

Type of Labor Rate	Normal Hours	Overtime Hours	Weekend/Holiday Hours
Project Manager	\$87.30	\$111.30	\$111.30
Project Engineer	\$77.72	\$99.10	\$99.10
Safety Manager	\$68.65	\$87.55	\$87.55
Superintendent	\$90.45	\$115.35	\$115.35
Foreman	\$72.15	\$92.00	\$92.00
Crane Operator	\$53.30	\$67.95	\$67.95
Equipment Operator	\$39.25	\$50.05	\$55.05
Concrete Carpenter	\$41.45	\$52.85	\$52.85
Concrete Finisher	\$41.45	\$52.85	\$52.85
Grade Checker	\$38.90	\$49.60	\$49.60
Truck Driver	\$28.30	\$36.10	\$36.10
Laborer	\$26.40	\$33.70	\$33.70
Mechanic	\$46.30	\$59.05	\$59.05

Section Five: Volume Discount Information

Volume Discounts:

Replace the text below with a description of your volume discounts. (NOTE: Volume Discounts may be included on the Product and Services Price List.)

No volume discounts are offered with this proposal.

Required Market Basket Pricing
Market Basket 1: Double Sides

- Review Pricing Information in Tab 3 and the Special Terms and Conditions for additional pricing requirements and instructions.
- The market basket provided in the price workbook is to be used by the bidder to determine the type of work being requested in the bid.
- Bidder will choose which region can be used to secure fair and equitable pricing comparison.
- The Market Basket does not represent an actual job.
- If pricing information is not provided, your bid shall be considered non-responsive.

Market Basket 2: New York City

- Remove a 40' section of sidewalk drop off.
- Remove and dispose of existing gutter, curb and sidewalk.
- Replace area and replace gutter, curb and sidewalk.
- Install one handicap ramp and three sets of 5' exposed height, at each end of drop off area.
- Sign will be removed and replaced by subcontractor.
- Soil conditions are normal, no special considerations.
- Concrete strength shall be 3000 psi.

Line Item	Quantity	Unit	Description	Notes (if any)	Material Price (per unit)	Material Price (Total)
1	240	Linear Foot	6" Thickness, Asphalt Saw Cutting		\$0.00	\$0.00
2	240	Linear Foot	6" Thickness, Concrete Saw Cutting		\$0.00	\$0.00
3	15	Cubic Yard	Demolition Concrete, Asphalt, Dirt, etc.		\$0.00	\$0.00
4	400	Square Foot	Five Grade Area		\$0.00	\$0.00
5	1600	Square Foot	4" Thickness, Grade/Place ABC		\$0.00	\$0.00
6	320	Square Foot	Flavorless, Forms		\$0.00	\$0.00
7	320	Square Foot	Concrete Reinforcement with Rebar		\$0.00	\$0.00
8	40	Linear Foot	Concrete Curb and Gutter		\$0.00	\$0.00
9	3	Each	Safety Bollard, 4" Diameter, Concrete Filled		\$0.00	\$0.00
10	2	Each	Sign Post, 8" High Post		\$0.00	\$0.00
11			Estimated Crew Size/Vehicles		\$0.00	\$0.00
						Total \$0.00

Market Basket 3: New York City

- Install Concrete Walls at two entry locations for administration building.
- The walls shall have the appropriate steel reinforcement.
- The walls shall be placed on either side of the entry sidewalks. The walls shall be built up to the existing sidewalk that forms the building.
- The walls shall extend the 120" between the two entry ways and 40" to an existing existing wall off to the side of each entry.
- The walls shall be 2' high and 1' wide.
- The wall shall be built with a finished slope towards the building approximately 6" from wall base. The walls shall be built with a finished slope towards the building approximately 6" from wall base.
- Provide a pre-cast concrete security planter for two entries. Each entrance will have 2 security planters placed as an effective security barrier. The security planters shall be square (16" x 16" x 16"), not with a diamond shape in the base. The surface shall be exposed aggregate and the other shall be exposed river rock or light brown. Fill for the planters shall be provided by the contractor.
- Soil conditions are normal, no special considerations.
- Concrete strength shall be 3000 psi.

Line Item	Quantity	Unit	Description	Notes (if any)	Material Price (per unit)	Material Price (Total)
1	18	Cubic Yard	Demolition Concrete, Asphalt, Dirt, etc.		\$0.00	\$0.00
2	15	Square Yard	Five Grade Area		\$0.00	\$0.00
3	2000	Square Feet	6" Thickness, Grade/Place ABC		\$0.00	\$0.00
4	540	Square Foot	Flavorless, Forms		\$0.00	\$0.00
5	400	Cubic Foot	Concrete Footing, Wall with Rebar		\$0.00	\$0.00
6	480	Cubic Foot	Wall, Forms		\$0.00	\$0.00
7	280	Cubic Foot	Concrete, Wall		\$0.00	\$0.00

4	Each	Pre-Cast Concrete Security Planters - 36" x 36" x 30" Thruwall, Backfill	\$0.00	\$0.00
9			\$0.00	\$0.00
Estimated Crew Size/Vehicles				
Total			\$0.00	\$0.00

Notes/Block Numbers/Thurs:
 • Install concrete pad on side of warehouse building. Pad shall be reinforced with appropriate slope away from building. Pad shall be 8' deep x 20' wide x 30' long. Concrete pad shall have broom finish be provided.
 • Soil conditions are normal, no special considerations.
 • Concrete strength shall be 3000 psi.

Line Item	Quantity	Unit of Measure	Description	Notes (Unit Price)	Material Price (Unit Price)	Extended Material Price
1	30	Cubic Yard	Demo/Final Concrete, Asphalt, Dirt, etc		\$0.00	\$0.00
2	180	Square Yard	Final Concrete, Asphalt, Dirt, etc		\$0.00	\$0.00
3	9600	Square Foot	6" Thickness, Grade/Place ABC		\$0.00	\$0.00
4	200	Square Foot	Flatwork, Forms		\$0.00	\$0.00
5	1600	Square Foot	8" Depth, Concrete Flatwork with Rebar		\$0.00	\$0.00
Estimated Crew Size/Vehicles						
Total					\$0.00	\$0.00

Full Pricing Schedule

Notes:

- All pricing shall be fixed price per the Special Terms and Conditions.
- Provide all pricing that is necessary to meet the IFB's scope of work and specification that your firm is bidding.
- Pricing may be offered for geographical regions (zones) for the State of Arizona.
- A map shall be provided, or detailed information describing the zones. Zone locations shall be logical for product pricing and mobilization.
- Products and Services listed below are a guide to help you understand the type and format offered in the contract.
- This list may not be a full comprehensive list of products and services. Add to the list, or provide a price schedule for your offered pricing.

ZONE 1

ZONE 2 ZONE 3 ZONE 3A ZONE 4

Mobility Price including the Volume Fee Add columns for zones pricing if applicable
(Unit Price)

Product and Services

ASPHALT SAW CUTTING

Mobilization Charge	\$300,000	\$800,000	\$1,000,000	\$1,800,000
Charge per linear foot times thickness in inches	\$1,350	\$1,550	\$1,550	\$1,550

CONCRETE SAW CUTTING

Mobilization Charge	\$300,000	\$800,000	\$1,000,000	\$1,800,000
Charge per linear foot times thickness in inches	\$1,650	\$1,800	\$1,800	\$1,800

STRIPING

Mobilization Charge	\$1,600,000	\$3,250,000	\$3,700,000	\$5,200,000
4" line, charge per linear foot (restripe)	\$0.250	\$0.300	\$0.300	\$0.350
4" line, charge per linear foot (new layout)	\$0.350	\$0.450	\$0.450	\$0.450
Curb (top and face), charge per linear foot	\$1,000	\$1,000	\$1,100	\$1,100
Handicap stencils, charge per each	\$30,000	\$42,000	\$42,000	\$42,000
Arrows, charge per each	\$15,000	\$18,000	\$18,000	\$18,000
4 inch numbers/letters, charge per each	\$1,800	\$2,100	\$2,100	\$2,150
10 inch numbers/letters, charge per each	\$1,950	\$2,250	\$2,250	\$2,400
24 inch numbers/letters, charge per each	\$2,500	\$2,500	\$2,500	\$2,500
Speed bump stripe, charge per each	\$48,000	\$95,000	\$95,000	\$95,000
Speed Hump stripe, charge per each	\$60,000	\$125,000	\$125,000	\$125,000
Wheel stops, charge to point each	\$12,000	\$14,000	\$14,500	\$14,500

1-200 linear feet	\$35,400	\$39,000	\$39,650	\$42,500
201-400 linear feet	\$26,200	\$29,000	\$29,550	\$32,350
401-800 linear feet	\$24,100	\$27,000	\$27,800	\$30,600
801+ linear feet	\$23,500	\$26,000	\$26,750	\$29,550
CONCRETE CURB AND GUTTER				
Mobilization Charge				
1-200 linear feet	\$850,000	\$2,400,000	\$3,000,000	\$4,800,000
201-400 linear feet	\$38,500	\$43,100	\$44,600	\$49,050
401-800 linear feet	\$31,000	\$34,800	\$36,250	\$40,700
801+ linear feet	\$26,500	\$28,600	\$30,000	\$34,500
\$25,250	\$27,000	\$27,200	\$28,650	\$33,050
CONCRETE FLATWORK NO REBAR				
Mobilization Charge				
4 inch thick per square foot	\$850,000	\$2,400,000	\$3,000,000	\$4,800,000
6 inch thick per square foot	\$8,350	\$9,350	\$9,750	\$11,050
8 inch thick per square foot	\$9,500	\$10,650	\$11,250	\$13,100
\$10,800	\$12,000	\$12,350	\$13,150	\$15,600
CONCRETE FLATWORK WITH REBAR				
Mobilization Charge				
4 inch thick per square foot	\$850,000	\$2,400,000	\$3,000,000	\$4,800,000
6 inch thick per square foot	\$9,600	\$10,650	\$11,100	\$12,350
8 inch thick per square foot	\$11,650	\$12,850	\$13,500	\$15,300
\$13,800	\$15,000	\$15,400	\$16,200	\$18,650
PAVEMENT FOR ADDITIONAL WORK				
Labor and equipment rate, \$ per man hour	\$0.000			

SEE RATES ON SUMMARY SECTION 4-5

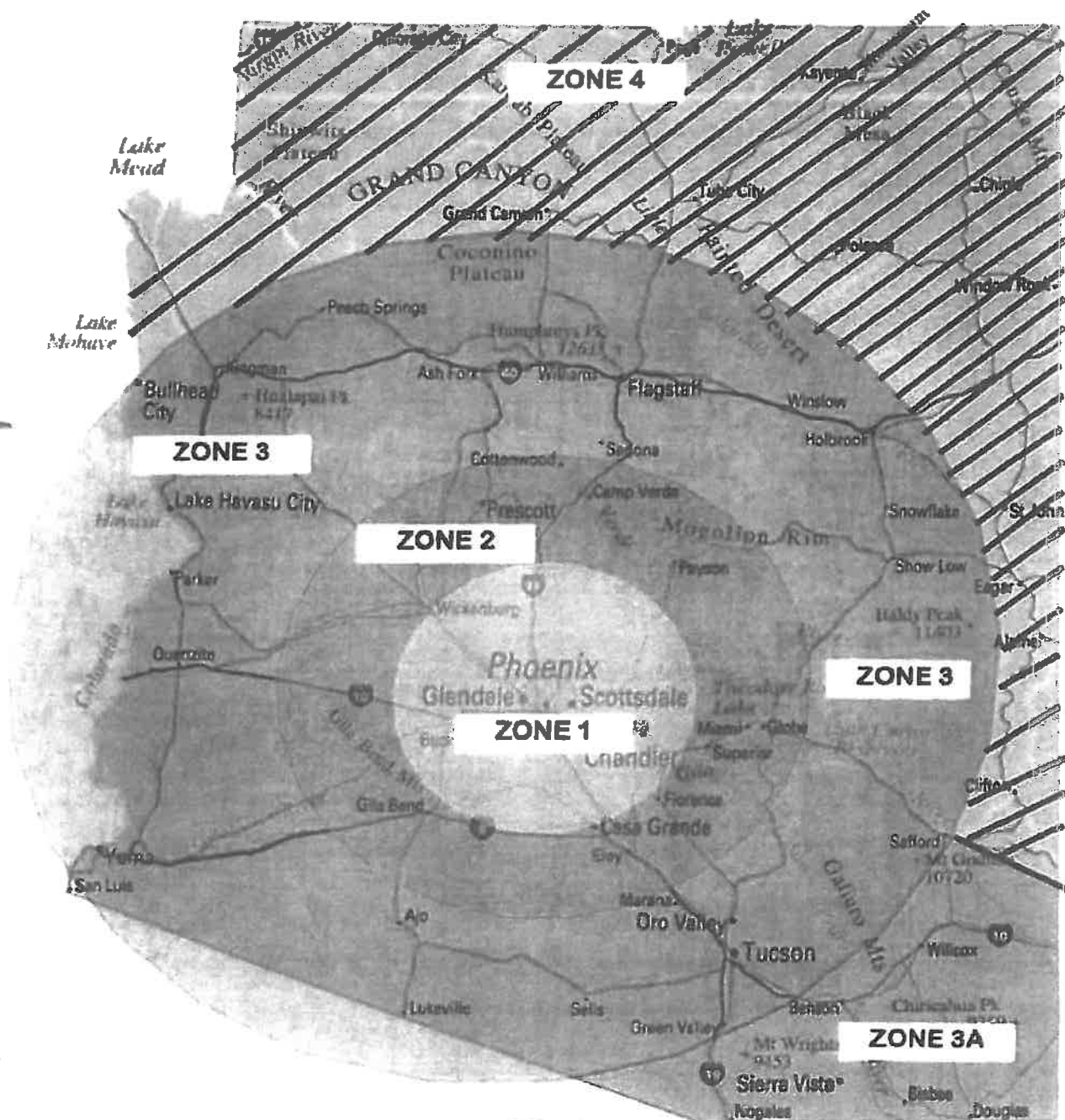
Add additional rows, as necessary for full price schedule.

EVALUATION REQUIREMENTS - PRICING INFORMATION - TAB 3C

ZONE MAP

For the purposes of generating prices for work in various areas of the State, we have included a Zone Map identifying areas of the State which may require a specific multiplier to cover labor and materials costs due to remoteness and availability. Zone 1 area covers a 50-mile radius around Phoenix; Zone 2 covers approximately 50-120 mile radius; Zone 3 and 3A cover approximately 120-250 mile radius; and Zone 4 is unique in that materials required for concrete are extremely difficult to find in these areas and are costly due to the need for additives to provide for long distance travel and potential for concrete curing.

SECURE, STRAIGHTFORWARD CONSTRUCTION SERVICES



Evaluation Requirements – Primary Contract Documents

Place after Tab 4a

1. Provide Arizona Transaction Privilege (sales) Tax License Number: 10-175725-W

Do you collect city, county and/or other local sales tax in Arizona? Yes x No

If yes, please check one:

Our combined state, city, county and/or other local sales tax rate is % (local rate).

The sales tax rate varies by the location (e.g. ship-to-rate).

2. Mohave is established to offer a cooperative purchasing program, which can be accomplished more efficiently and economically as a multi-district or multi-county operation.

Efficiency and economy can be established through reduced bidding effort for members and vendors, management of a single contract, fewer price schedules to maintain, fewer contact persons, using Mohave as an extension of members' purchasing departments. Additionally, it is Mohave's assertion that a statewide contract available to over 430 public agencies results in economies of scale and lower prices than those received by bidding individual contracts, especially, but not limited to small member agencies.

Will a contract based upon your bid result in the efficiencies and economies described above?

Yes X No

If no, what efficiencies and economies would members receive from a contract based on your bid?

3. Contact information for purchase orders:

Physical Address 1833 South 59th Avenue, Phoenix, Arizona 85043

Email Address timginier@dbaconstruction.net

Attention of Tim Ginter, P.E., Vice President

4. Sales support by region:

Name	Region served	Phone
Jeanne Sapon	Statewide	602-501-4471

5. Will you offer members a quick pay discount if payment is made within 10 or 20 days?

Yes No X If Yes, what is the discount for 10 days? 20 days?

6. What is your general website (Internet) address? www.dbaconstruction.net

7. **Contacts for Mohave:**

Main Mohave representative contact: Jordan Hamula
(*Shall be the main point of contact for members and be responsible for member information requests.*)

Title Senior Project Manager Email address jhamula@dbaconstruction.net
Phone number 602-442-6767 Fax 602-442-0408

Contract Administrator contact: Tim Ginter
(*Shall be the main point of contact for Mohave Procurement/Contract Specialists. Shall be responsible for handling information requests from the Mohave specialists.*)

Title Vice President Email address tinginter@dbaconstruction.net
Phone number 602-442-6767 Fax 602-442-0408

Accounting contact: Margaret Edwards
(*Shall be the main point of contact for Mohave Accounting Manager.*)

Title Office Manager Email address medwards@dbaconstruction.net
Phone number 602-442-6767 Fax 602-442-0408

Open Order Report/Status Report contact: Jordan Hamula
(*Shall be the main point of contact regarding open orders.*)

Title Senior Project Manager Email address jhamula@dbaconstruction.net
Phone number 602-42-6767 Fax 602-442-0408

Audit contact: Margaret Edwards
(*Shall be the main point of contact for Mohave Audit Specialists.*)

Title Office Manager Email address medwards@dbaconstruction.net
Phone number 602-442-6767 Fax 602-442-0408

Reconciliation contact: Margaret Edwards
(*Shall be the main point of contact for the reconciliation report and payment of administration fees for Mohave Audit Specialists.*)

Title Office Manager Email address medwards@dbaconstruction.net
Phone number 602-442-6767 Fax 602-442-0408

Escalation contact: Tom Drysdale
(*Shall be the main point of contact when an issue needs to be escalated above the main contact and/or contract administrator for the bid/contract. This contact shall be a different individual than those named for the contacts listed above.*)

Title President Email address tomdrysdale@dbaconstruction.net
Phone number 602-442-6767 Fax 602-442-0408

8. **Payment remittance address** P.O. Box 63035

Attn: Margaret Edwards

City Phoenix State AZ Zip 85082

Telephone (Invoice questions) 602-442-6767

Place after Tab 4a

Provide the requested customer support information for warranty and maintenance service offered by your firm, as applicable.

Yes, the following is applicable to our offer. (If yes, please provide the information below.)

No, the following is not applicable to our offer.

Do you provide warranty and maintenance for the items in the bid? **Yes** **No**

If not, how do members obtain warranty and maintenance service?

Provide the name and address of the facility that will provide warranty and maintenance service, under an awarded contract. Additionally, provide a contact person and phone number for warranty and maintenance service. If there is more than one facility, provide the names and addresses for all facilities. Attach a list if necessary.

DBA Construction, Inc. will warranty our materials and workmanship for two (2) years.

Do you provide technical assistance via phone? **Yes** **No** **If yes, provide a phone number and contact.**

How many technicians are located at each warranty/service facility that would serve a Mohave contract?

DBA currently employs approximately 65 construction professionals that are available to work on Mohave projects.

What is your service response time for metropolitan areas (e.g., Phoenix, Tucson) and rural areas?

We can respond to requests for scoping sessions usually within a 24-48 hour period. Preparing estimates for each task order/job site can usually be accomplished within a 3-day turnaround depending upon the size of the project.

Place after Tab 4b

Will members be required to sign any supplemental end-user sales agreement?

Yes No

If yes, review/revise your agreement(s) for any terms that conflict with the Mohave terms and conditions. In addition, review for the following common issues:

Acceptable agreements shall include:

- o Non-appropriations clause;
- o Contract or agreement must be governed by the laws of the State of Arizona;
- o Net payment is thirty (30) days.

Agreements shall not include:

- o Terms beyond one year;
- o Waiver of right for a jury trial;
- o Requirement of upfront payment by member when purchase order is placed;
- o Entire agreement language;
- o Auto-renewal language.

Attach your reviewed/revise agreement(s). **Unacceptable agreement(s) may render your bid nonresponsive.**

Place after Tab 4c

Supplementary Information

Licensing

Provide evidence of license(s) your firm holds to perform work under an awarded contract. Please place evidence of licensing after Tab 4c.

DBA Construction, Inc. is an "A" General Engineering license-holder in the State of Arizona. Our

Registrar of Contractors # is 125006-A. We are currently listed on the ROC as a Contractor

in Good-Standing. A copy of our License to practice General Engineering Construction is

included in Section 4c.

STATE OF ARIZONA

Office of the Registrar of Contractors

License No. 125006

This is to Certify That

D B A CONSTRUCTION INC DBA
D B A INC (CORP)

having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law,
is by order of the Registrar of Contractors on the 26th day of JUNE in the year One Thousand

Nine Hundred and SEVENTY, duly licensed and admitted to engage in and pursue the business of

GENERAL ENGINEERING

Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors

in my office, City of Phoenix, this 26TH day of JUNE, 19 97



Michael Goldstein
DIRECTOR



November 24, 2015

RE: DBA Construction, Inc. – Historical EMOD

To Whom It May Concern:

At the request of our insured, DBA Construction, Inc. we are providing you with their three year EMOD as follows:

2014-2015 .69
2015-2016 .67
2016-2017 .65

Should you have any questions or need further verification, please do not hesitate to call me.

Sincerely,

A handwritten signature in black ink that reads "Tracy".

Tracy A. Miller
Account Manager

TAM



CMAR BLACK CANYON LAKE DAM & SPILLWAY RECONSTRUCTION
ARIZONA GAME & FISH DEPARTMENT



**DBA CONSTRUCTION, INC. HAS BEEN PROVIDING HEAVY CIVIL CONSTRUCTION SERVICES THROUGHOUT THE
SOUTHWEST, UTILIZING OUR FOUR CORE VALUES OF SAFETY, QUALITY, INTEGRITY AND FLEXIBILITY.**

**COMPANY PRESIDENT, TOM DRYSDALE ANNOUNCED THAT DBA HAS COMPLETED OVER ONE MILLION
MANHOURS WITH ZERO LOST-TIME ACCIDENTS AND ZERO RECORDABLES.**

THIS IS A TESTAMENT TO OUR CONTINUING COMMITMENT TO A CULTURE OF SAFETY IN THE WORKPLACE.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial West Insurance Agency 1225 West Houston Avenue #101 Gilbert, AZ 85233 Jeffery L. Stead	CONTACT NAME: Tracy Miller PHONE (A/C No., Ext.): 480-961-5400 FAX (A/C No.): 480-961-5401 E-MAIL ADDRESS: tracy@comwest.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B:</td> <td>Travelers Property Casualty Co</td> <td>25674</td> </tr> <tr> <td>INSURER C:</td> <td>Farmington Casualty Company</td> <td>41483</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Phoenix Insurance Company	25623	INSURER B:	Travelers Property Casualty Co	25674	INSURER C:	Farmington Casualty Company	41483	INSURER D:			INSURER E:			INSURER F:	
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INSURED DBA Construction, Inc. P.O. Box 63035 Phoenix, AZ 85082-3035																					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	COVERAGE INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Add'l Ins <input checked="" type="checkbox"/> XCU, Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	DTCO9D586889PHX16	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		DT8109D586889TIL16	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		DTSMCUP9D586889TIL16	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Follow Form
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	DTFUB9D58688916-ALL STATE EXCEPT ND, OH, WA & WY	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYER \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Patrick Channel Repair. It is agreed that the certificate holder is added as additional insured where required by written contract.

CERTIFICATE HOLDER

GLEND-2

City Of Glendale
5850 W. Glendale Ave.
Glendale, AZ 85301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Aircraft Chartered With Pilot
- B. Damage To Premises Rented To You
- C. Increased Supplementary Payments
- D. Incidental Medical Malpractice
- E. Who Is An Insured – Newly Acquired Or Formed Organizations
- F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries
- G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises
- H. Blanket Additional Insured – Lessors Of Leased Equipment
- I. Blanket Additional Insured – States Or Political Subdivisions – Permits
- J. Knowledge And Notice Of Occurrence Or Offense
- K. Unintentional Omission
- L. Blanket Waiver Of Subrogation
- M. Amended Bodily Injury Definition
- N. Contractual Liability – Railroads

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., Damage To Property, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.

2. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A. BODILY

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of SECTION III – LIMITS OF INSURANCE.

COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE:
- Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.
- The Damage To Premises Rented To You Limit will be:
- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
 - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.
4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
5. The following is added to the DEFINITIONS Section:
- "Premises damage" means "property damage" to:
- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
 - b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.
6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:
- (b) That is insurance for "premises damage"; or
7. Paragraph 4.b.(1)(c) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGE:
- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:
- "Occurrence" also means an act or omission committed in providing or failing to provide "Incidental medical services", first aid or "Good Samaritan services" to a person.
2. The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:
- Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:
- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
 - (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the DEFINITIONS Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of SECTION II – WHO IS AN INSURED:

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The following is added to SECTION II – WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

COMMERCIAL GENERAL LIABILITY

G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
 - b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
 - c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.
- I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to SECTION II – WHO IS AN INSURED:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

COMMERCIAL GENERAL LIABILITY

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II - Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company; or

(iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs a. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.



ARIZONA COOPERATIVE PURCHASING

11/13/2015

Tim Ginter / Jordan Hamula
DBA Construction, Inc.
1833 South 59th Ave.
Phoenix, AZ 85043

Request for Contract Pricing Update/Product Addition

RE: Contract Number 15F-DBAI-0522 made by and between

DBA Construction, Inc.

and

Mohave Educational Services Cooperative

We have reviewed your pricing update/product addition request received 11/13/2015 for inclusion under Mohave contract # 15F-DBAI-0522.

Our determination is:

"Approved: Addition of Concrete Applications - Filename: dbai pricing 111415.xlsx"

Please retain this notice with your contract records.

Mike Nentwig
Mohave Educational Services Cooperative, Inc.
625 East Beale Street
Kingman, AZ 86401

Phone 928-718-3203
Fax (928) 718-3238

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DBA CONSTRUCTION, INC.**

**EXHIBIT B
Scope of Work**

PROJECT

An existing Glendale Memorial Cemetery site wall runs along the south and west cemetery property line adjacent to privately held property. The removal and replacement of the wall requires a great deal of communication and cooperation in order to protect the public as well as the cemetery during construction.

The existing wall is a 4" interlocking wall that has weakened substantially over time. Mortar joints are failing, wall sections are leaning and tree roots have compromised the line and grade of the wall.

The Patrick Channel Repair Project will include, all labor, equipment and materials necessary to repair the channel to its original condition. This included, but is not limited to the following:

- Meet with adjacent property Owners and cemetery maintenance personnel to review work plan and schedule
- Move, shift or remove items in back yards that conflict with construction activities
- Erect Temporary Fence on property owner's side
- Trim or remove bushes and trees in conflict with new construction
- Remove 1100 Lft. of existing unreinforced 4" Dooley CMU wall and footer
- Excavate for the new reinforced concrete footer
- Supply and place reinforcing steel in new footer
- Pour new footer
- Erect new 1100 Lft. of 6x8x16 CMU reinforced block wall
- Take down temporary fence as the wall is completed
- Return any items moved, shifted or removed prior to construction
- Meet with adjacent property owners and cemetery personnel to walk each property for acceptance

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DBA CONSTRUCTION, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

By JOC Linking Agreement, labor, time and materials based on the billable rates and not to exceed total fee proposal of \$219,482.00.

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 \$219,482.00 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

DBA Construction, Inc. proposes to furnish all labor, equipment and materials (unless otherwise noted) to complete these items as listed.

1. Mobilization.....	\$675.00
2. Set Up / Take Down Temp Fence.....	\$8,370.00
3. Demolish Existing Wall.....	\$21,330.00
4. Demolish Existing Footer.....	\$22,950.00
5. Excavate New Footer.....	\$13,275.00
6. Supply & Install Reinforcing Steel.....	\$10,993.50
7. Pour Concrete Footer.....	\$23,535.00
8. Supply & Set CMU Wall.....	\$99,765.00
9. Sawcut & Remove AC Pavement.....	\$390.00
10. New AC Pavement Patch.....	\$1,120.00
11. Clear Existing Drain.....	\$849.00

BASE PROPOSAL TOTAL 203,252.50

Allowances (Only if Needed as Directed by the City)

12. Trim Trees/Bushes.....	\$5,277.50
13. Move Obj Away from Wall/Back.....	\$9,702.00
14. Prop. Owner CMU vs New City CMU.....	\$1,250.00

Total Allowances \$16,229.50

PROJECT TOTAL (Base Bid + Allowance) \$219,482.00



Legislation Description

File #: 17-178, Version: 1

AUTHORIZATION FOR A BUDGET APPROPRIATION CONTINGENCY TRANSFER TO CAPITAL PROJECTS BUILDING MAINTENANCE RESERVE FOR CRITICAL OR SAFETY-RELATED REPAIR AND REPLACEMENT PROJECTS AT CITY FACILITIES

Staff Contact: Michelle Woytenko, Deputy Director, Public Works

Purpose and Recommended Action

This is a request seeking City Council approval for a budget appropriation transfer from General Fund, Contingency (1000-11901-510200) to General Fund, Capital Projects, Building Maintenance Reserve, Miscellaneous CIP (1000-81013-551000) in the amount of \$241,450. This request is to fund two critical or safety-related capital repair and replacement projects at city facilities.

Background

The Public Works Department's Facilities Management Division is responsible for completing preventative maintenance, emergency repairs, and capital improvements to over 150 city buildings and over 70 park facilities. Funding is available in the capital improvement program budget to complete capital upgrades and replacements at all city facilities with the majority of the funding allocated historically to the Capital Projects, Building Maintenance Reserve. For several years through the economic downturn, this capital budget was limited at a total amount of \$100,000, which typically was only enough to fund immediate system failures or emergency repairs.

In fiscal year (FY) 2014-15, the Building Maintenance Reserve funding was increased to \$500,000, and required the critical need and safety-related projects to be defined and prioritized. A total of \$1,903,552 in immediate or high priority capital projects were identified for critical improvements and replacements, and funded through a budget appropriation contingency transfer of \$1,403,552 to the capital projects building maintenance reserve.

In FY 2015-16, the Building Maintenance Reserve funding was \$500,000, and a total of \$1,657,933 in capital projects were identified for critical improvements and replacements. These projects were funded through a budget appropriation contingency transfer of \$1,157,933 to the capital projects building maintenance reserve.

In FY 2016-17, the Building Maintenance Reserve funding was \$1,300,000 and a total of \$2,058,454 in capital projects were identified for critical improvements and replacements. These projects were funded through a budget appropriation contingency transfer of \$758,454 to the capital projects building maintenance reserve. Projects funded with the January 2017 request include heating, ventilation and air conditioning systems for Fire Stations 152 and 153 and on the fourth floor of city hall, and roof repairs at city-owned facilities throughout Glendale.

Projects to be funded with this request are the replacement of the perimeter wall at the Glendale Municipal Park Cemetery, and replacement of an uninterruptible power supply at the Glendale Regional Public Safety Training Facility.

Analysis

As with any type of facility, capital reinvestment is necessary to ensure the structure is operationally sound and that the city asset maintains its value. Additionally, staff will ensure that all capital upgrades and replacement projects follow city purchasing guidelines. The perimeter wall replacement project at the Glendale Municipal Cemetery has become necessary due to failing mortar joints, leaning wall sections, and compromised line and grade in the CMU block due to tree roots encroaching on the southern and western boundaries. A project was considered in 2009 but never materialized due to financial uncertainties. The need for wall replacement is time-sensitive due to liability concerns.

Funds in the Building Maintenance Reserve account are dedicated for the replacement and rehabilitation of necessary capital equipment and building infrastructure to keep city facilities safe, secure and operational for city business. Without funding and attention to these important projects, service interruptions will occur, there may be staff displacement and additional costs to continue city operations.

This budgetary transfer is consistent with the Cash and Budget Appropriation Transfer Policy approved December 10, 2013, which states contingency budget appropriation transfers can be authorized by Council throughout the fiscal year.

Previous Related Council Action

On January 10, 2017, Council approved a budget appropriation transfer from General Fund, Contingency (1000-11901-510200) to General Fund, Capital Projects, Building Maintenance Reserve, Miscellaneous CIP (1000-81013-551000) in the amount of \$758,454 to fund various critical or safety-related capital repair and replacement projects at city facilities.

On January 12, 2016, Council approved a budget appropriation transfer from General Fund, Contingency (1000-11901-510200) to General Fund, Capital Projects, Building Maintenance Reserve, Miscellaneous CIP (1000-81013-551000) in the amount of \$1,157,933 to fund various critical or safety-related capital repair and replacement projects at city facilities.

On November 24, 2014, Council approved a budget appropriation transfer from General Fund, Contingency (1000-11901-510200) to General Fund, Capital Projects, Building Maintenance Reserve, Miscellaneous CIP (1000-81013-551000) in the amount of \$1,403,552 to fund various critical or safety-related capital repair and replacement projects at city facilities.

On December 10, 2013, Council adopted Resolution No. 4759 New Series, supporting the Cash and Budget Appropriation Transfer Policy.

Community Benefit/Public Involvement

Proper maintenance and capital repair/replacement projects to city facilities are necessary for the safety and comfort of all individuals who work at or visit the various facilities. In addition, it is necessary to invest capital dollars in city-owned facilities to maintain their value as assets to the City of Glendale.

Budget and Financial Impacts

Staff is seeking Council approval for a budget appropriation transfer from General Fund, Contingency (1000-11901-510200) to General Fund, Capital Projects, Building Maintenance Reserve, Miscellaneous CIP (1000-81013-551000) in the amount of \$241,450. This request is consistent with the Cash and Budget Appropriation Transfer Policy, which states contingency budget appropriation transfers can be authorized by Council throughout the fiscal year.

Cost	Fund-Department-Account
\$241,450	1000-81013-551000, General Fund, Capital Projects, Building Maintenance Reserve, Miscellaneous CIP

Capital Expense? Yes

Budgeted? No

Requesting Budget or Appropriation Transfer? Yes

If yes, where will the transfer be taken from? General Fund, Contingency (1000-11901-510200)



Legislation Description

File #: 17-151, Version: 1

FINAL PLAT (FP) APPLICATION FP17-01: 51 CAMPANA - 5200 WEST BELL ROAD

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

Staff Presenter: Sam McAllen, Director, Development Services

Purpose and Recommended Action

This is a request for City Council to approve the Final Plat for 51 Campana, a Planned Area Development, located at 5200 West Bell Road.

Background

51 Campana is an 11 lot commercial subdivision on approximately 20.75 acres. Lot sizes vary from 0.9 acres to 3.1 acres. The 11 lots will be served by public streets with vehicular access provided at 51st Avenue and Bell Road.

Analysis

The proposed Final Plat is consistent with the General Plan and the existing PAD (Planned Area Development) zoning. This request meets the requirements of the Subdivision and Minor Land Division Ordinance and is consistent with the 51 Campana PAD. Staff recommends approval of Final Plat application FP17-01.

Previous Related Council Action

On April 11, 2017, City Council approved a rezoning application from BP (Business Park) to PAD (Planned Area Development).

Community Benefit/Public Involvement

Approval of this request would allow future mixed commercial land use opportunities in an established part of the city with nearby infrastructure and amenities.

DEDICATION
STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL MEN BY THESE PRESENTS:

THAT EMPIRE RESIDENTIAL COMMUNITIES FUND II, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND EMPIRE RESIDENTIAL COMMUNITIES FUND III, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNERS, HAVE SUBDIVIDED UNDER THE NAME "51 CAMPANA" LOT 1 OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN ON THIS FINAL PLAT. THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS, AND EASEMENTS CONSTITUTING THE SUBDIVISION. EACH LOT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, NAME, OR DESCRIPTION GIVEN EACH RESPECTIVELY ON THIS PLAT.

EMPIRE RESIDENTIAL COMMUNITIES FUND II, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND EMPIRE RESIDENTIAL COMMUNITIES FUND III, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNERS, HEREBY DEDICATES TO THE PUBLIC, FOR USE AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND GRANTS THE EASEMENTS FOR THE PURPOSES SHOWN HEREON. WATER AND SEWER EASEMENTS ARE HEREBY DEDICATED TO THE CITY OF GLENDALE IN, OVER, AND UNDER THOSE AREAS DESIGNATED AS SUCH HEREON, FOR THE INSTALLATION, MAINTENANCE, REPAIR, AND REMOVAL OF WATER AND SEWER LINES.

IN WITNESS WHEREOF, EMPIRE RESIDENTIAL COMMUNITIES FUND II, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2017.

EMPIRE RESIDENTIAL COMMUNITIES FUND II, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

BEFORE ME THIS ____ DAY OF _____, 2017 _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF EMPIRE RESIDENTIAL COMMUNITIES FUND II, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, AND ACKNOWLEDGED THAT HE/SHE _____, AS _____ FOR EMPIRE RESIDENTIAL COMMUNITIES FUND II, LLC, A DELAWARE LIMITED LIABILITY COMPANY, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES _____

IN WITNESS WHEREOF, EMPIRE RESIDENTIAL COMMUNITIES FUND III, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2017.

EMPIRE RESIDENTIAL COMMUNITIES FUND III, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

BEFORE ME THIS ____ DAY OF _____, 2017 _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF EMPIRE RESIDENTIAL COMMUNITIES FUND III, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, AND ACKNOWLEDGED THAT HE/SHE _____, AS _____ FOR EMPIRE RESIDENTIAL COMMUNITIES FUND III, LLC, A DELAWARE LIMITED LIABILITY COMPANY, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES _____

APPROVALS

APPROVED BY THE MAYOR AND CITY AND COUNCIL OF THE CITY OF GLENDALE, ARIZONA THIS _____ DAY OF _____, 2017

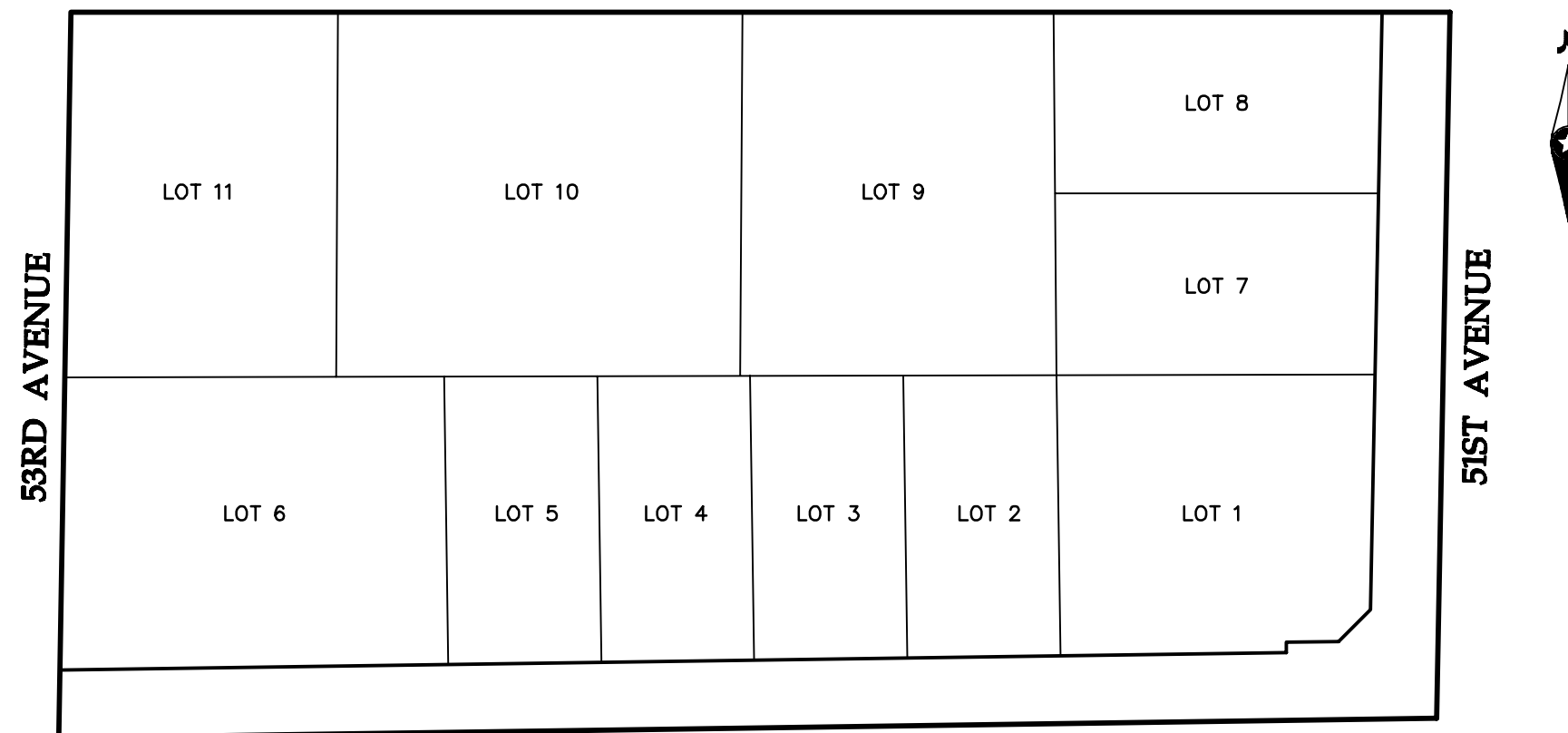
BY: _____ MAYOR _____ DATE _____

BY: _____ CITY CLERK _____ DATE _____

FINAL PLAT
OF
51 CAMPANA

A SUBDIVISION OF LOT 1 OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

OWNER: EMPIRE RESIDENTIAL COMMUNITIES FUND II, LLC



KEY MAP
NTS

NOTES

- THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF GLENDALE WATER SERVICE AREA WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. SECTION 45-576.
- ALL NEW UTILITIES AND ALL EXISTING UTILITIES, EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 69 KV OR MORE, WITHIN OR CONTIGUOUS TO THIS SITE, SHALL BE PLACED UNDERGROUND.
- EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:
 - WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING.
 - CONSTRUCTION, STRUCTURES OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES AND THE CITY OF GLENDALE WHICH USE OR SHALL USE THE UTILITY EASEMENT.
- ALL LANDSCAPE TRACTS AND LANDSCAPE WITHIN ARTERIAL AND COLLECTOR STREETS DEDICATED BY THIS PLAT SHALL BE MAINTAINED BY THE DEVELOPMENT HOMEOWNER'S ASSOCIATION.
- FIRE DEPARTMENT ACCESS AND WATER SUPPLY REQUIREMENTS SHALL BE IN PLACE PRIOR TO THE START OF VERTICAL CONSTRUCTION.
- EACH LOT SHALL BE RESPONSIBLE FOR PROVIDING THE 100-YEAR, 2-HOUR RETENTION REQUIREMENTS AS OUTLINED IN THE 2015 CITY OF GLENDALE ENGINEERING DESIGN AND CONSTRUCTION STANDARDS.
- "ACCESS", AS USED TO DENOTE AN "ACCESS EASEMENT" AS DEDICATED IN THIS FINAL PLAT, MEANS, "AN EASEMENT FOR INGRESS AND EGRESS, FOR REFUSE COLLECTION, FOR WATER AND SEWER, FOR EMERGENCY VEHICLES AND/OR SERVICE TYPE VEHICLES".

COMMERCIAL PAD DEVELOPMENT STANDARDS	
MINIMUM NET LOT AREA	N/A
MINIMUM LOT AREA	N/A
MINIMUM FRONT SETBACK	25'-0"
MINIMUM REAR SETBACK	60' TO RESIDENTIAL; 15' TO NONRESIDENTIAL
MINIMUM SIDE SETBACK	60' TO RESIDENTIAL; 15' TO NONRESIDENTIAL
MINIMUM STREET SIDE SETBACK	25'
MAXIMUM STRUCTURE HEIGHT	30'/36'*
MAXIMUM F.A.R.	.3
LANDSCAPE REQUIREMENT	20%**
LANDSCAPE BUFFER	15'

* THIS PAD WILL ALLOW FOR NON-OCCUPIED ARCHITECTURAL ELEMENTS ON BUILDINGS FOR THIS PROJECT AT A MAXIMUM HEIGHT OF 36' ON PAD 1. THIS ARCHITECTURAL FEATURE WILL HELP IDENTIFY THIS AS THE CORNERSTONE OF 51 CAMPANA.

** EACH PAD/PARCEL IS REQUIRED TO MEET THE MINIMUM PERCENTAGE OF LANDSCAPING WHICH SHALL INCLUDE THE OFFSITE LANDSCAPE FRONTAGE.

IMPROVEMENT ASSURANCES

I HEREBY ACKNOWLEDGE THAT ENGINEERING PLANS FOR PUBLIC IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION HAVE BEEN APPROVED AND THAT ALL NECESSARY ASSURANCES FOR THESE IMPROVEMENTS HAVE BEEN RECEIVED IN A FORM ACCEPTABLE TO THE CITY.

BY: _____ CITY ENGINEER _____ DATE _____
CITY OF GLENDALE, ARIZONA

PROJECT OWNERS
EMPIRE RESIDENTIAL COMMUNITIES FUND II, LLC
6617 NORTH SCOTTSDALE ROAD, SUITE 101
PHOENIX, ARIZONA 85250
CONTACT: SHELBY DUPLESSIS
TELE: (480) 951-2207

EMPIRE RESIDENTIAL COMMUNITIES FUND III, LLC
6617 NORTH SCOTTSDALE ROAD, SUITE 101
PHOENIX, ARIZONA 85250
CONTACT: SHELBY DUPLESSIS
TELE: (480) 951-2207

LAND SURVEYOR
WESTWOOD PROFESSIONAL SERVICES
6909 EAST GREENWAY PARKWAY, SUITE 250
SCOTTSDALE, ARIZONA 85254
CONTACT: BENJAMIN J. BLIXT
PHONE: (480) 747-6558
FAX: (480) 367-8025

SHEET INDEX
FP01 COVER SHEET, DEDICATION, & NOTES
FP02 FINAL PLAT
FP03 EASEMENT DETAILS

LEGAL DESCRIPTION
LOT 1 OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ANY PORTION LYING WITHIN PLAT OF TOUCHSTONE, A SUBDIVISION RECORDED ON BOOK 444 OF MAPS, PAGE 48, RECORDS OF MARICOPA COUNTY, ARIZONA.

BASIS OF BEARING
THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 2 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA
BEING: SOUTH 89°11'28" WEST

SITE DATA
GROSS AREA 20.75 AC.
NET AREA 17.84 AC.
EXISTING ZONING PAD (PLANNED AREA DEVELOPMENT)
APN 200-49-879

UTILITIES

UTILITY PROVIDER	
WATER AND SEWER CITY OF GLENDALE	
TELEPHONE CENTURY LINK	
ELECTRICITY ARIZONA PUBLIC SERVICES	
CABLE TV COX COMMUNICATIONS	
GAS SOUTHWEST GAS CORPORATION	

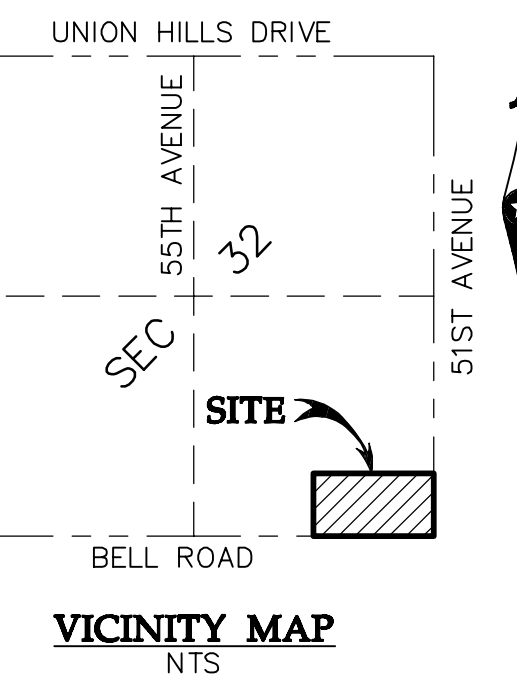
LEGEND & ABBREVIATIONS

- ▲ SET CORNER OF THIS PLAT WITH 1/2" REBAR MARKED RLS 48460 UNLESS OTHERWISE NOTED
- SET BRASS CAP FLUSH PER MAG STD. DTL. 120-1 TYPE "B"
- ⊙ EXISTING BRASS CAP, AS NOTED
- EXISTING MONUMENT, AS NOTED
- SECTION LINE
- ==== PARCEL BOUNDARY
- ==== RIGHT-OF-WAY LINE
- EX. RIGHT-OF-WAY LINE
- LOT/TRACT LINE
- CENTER LINE
- ADJACENT PARCEL LINE
- EASEMENT LINE
- LANDSCAPE BUFFER LINE
- CITY LIMIT LINE
- L1 LINE TABLE NUMBER
- C1 CURVE TABLE NUMBER
- R/W RIGHT-OF-WAY
- M.C.R. MARICOPA COUNTY RECORDS
- P.U.E. PUBLIC UTILITY EASEMENT
- S.D.E. SIGHT DISTANCE EASEMENT
- S.W.E. SIDEWALK EASEMENT
- D.E. DRAINAGE EASEMENT
- ASLD ARIZONA STATE LAND DEPARTMENT
- (R1) RECORD INFORMATION PER BOOK 1035, PAGE 30, M.C.R.

LAND SURVEY CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF OCTOBER, 2016; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: _____ 04/06/17
REGISTERED LAND SURVEYOR #48460 DATE



VICINITY MAP
NTS

Westwood

Westwood Professional Services, Inc.
6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254

Phone (480) 747-6558
Fax (480) 376-8025

westwoodsps.com

Designed: WPS
Checked: BJB
Drawn: KWD
Project Number: 000992L00

Prepared for:

**Empire Residential
Communities Fund II, LLC**
6617 North Scottsdale Road, Suite 101
Phoenix, Arizona 85250

**Final Plat
51 Campana**

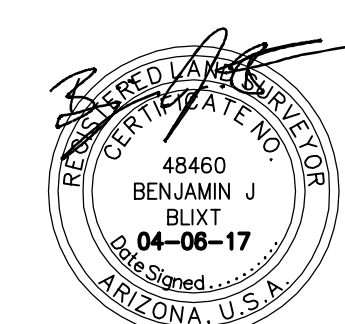
Glendale, Arizona

Final Plat

Date: 04/06/2017

Drawing No: FP01

Sheet No: 1 of 3



EXPIRES 09/30/17

0009921FP01.dwg

Westwood

Westwood Professional Services, Inc.
6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254

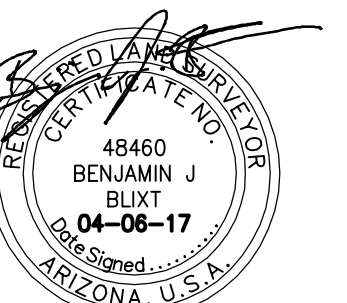
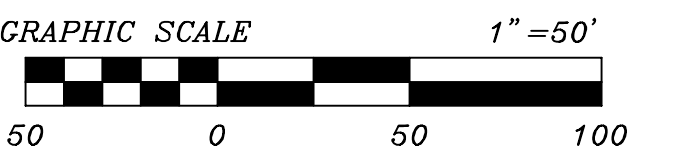
Phone (480) 747-6558
Fax (480) 376-8025

westwoodps.com

Designed: **WPS**
Checked: **BJB**
Drawn: **KWD**
Project Number: **00092100**

Prepared for:

**Empire Residential
Communities Fund II, LLC**
6617 North Scottsdale Road, Suite 101
Phoenix, Arizona 85250



EXPIRES 09/30/17

Final Plat 51 Campana

Glendale, Arizona

Final Plat

Date: **04/06/2017**

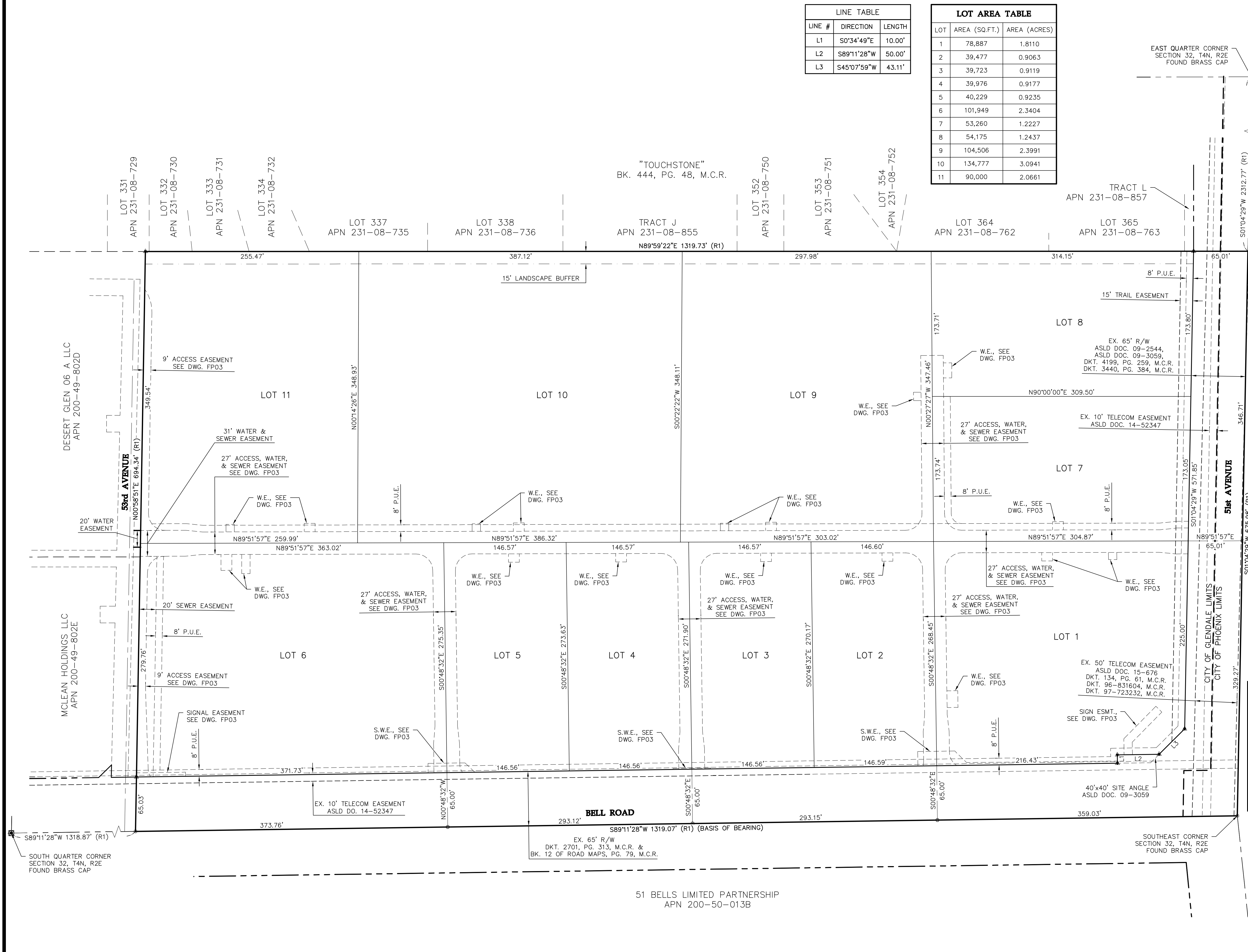
Drawing No: **FP02**

Sheet No: **2 of 3**

000921FP02.dwg

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S0°34'49"E	10.00'
L2	S89°11'28"W	50.00'
L3	S45°07'59"W	43.11'

LOT AREA TABLE		
LOT	AREA (SQ.FT.)	AREA (ACRES)
1	78,887	1.8110
2	39,477	0.9063
3	39,723	0.9119
4	39,976	0.9177
5	40,229	0.9235
6	101,949	2.3404
7	53,260	1.2227
8	54,175	1.2437
9	104,506	2.3991
10	134,777	3.0941
11	90,000	2.0661



51 BELLS LIMITED PARTNERSHIP
APN 200-50-013B

EX. 65' R/W
DKT. 2701, PG. 313, M.C.R. &
BK. 12 OF ROAD MAPS, PG. 79, M.C.R.

EX. 50' TELECOM EASEMENT
ASLD DOC. 15-676
DKT. 134, PG. 61, M.C.R.
DKT. 96-831604, M.C.R.
DKT. 97-723232, M.C.R.

EX. 65' R/W
ASLD DOC. 09-2544,
ASLD DOC. 09-3059,
DKT. 4199, PG. 259, M.C.R.
DKT. 3440, PG. 384, M.C.R.

EX. 10' TELECOM EASEMENT
ASLD DOC. 14-52347

EX. 10' TELECOM EASEMENT
ASLD DO. 14-52347

SIGN ESMT.,
SEE DWG. FP03

40'x40' SITE ANGLE
ASLD DOC. 09-3059

SOUTHEAST CORNER
SECTION 32, T4N, R2E
FOUND BRASS CAP

EAST QUARTER CORNER
SECTION 32, T4N, R2E
FOUND BRASS CAP

SOUTH QUARTER CORNER
SECTION 32, T4N, R2E
FOUND BRASS CAP

"TOUCHSTONE"
BK. 444, PG. 48, M.C.R.

TRACT J
APN 231-08-855

TRACT L
APN 231-08-857

DESERT GLEN 06 A LLC
APN 200-49-802D

MCLEAN HOLDINGS, LLC
APN 200-49-802E

SOUTH QUARTER CORNER
SECTION 32, T4N, R2E
FOUND BRASS CAP

Westwood

Westwood Professional Services, Inc.
6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254

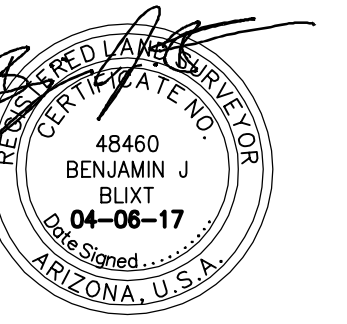
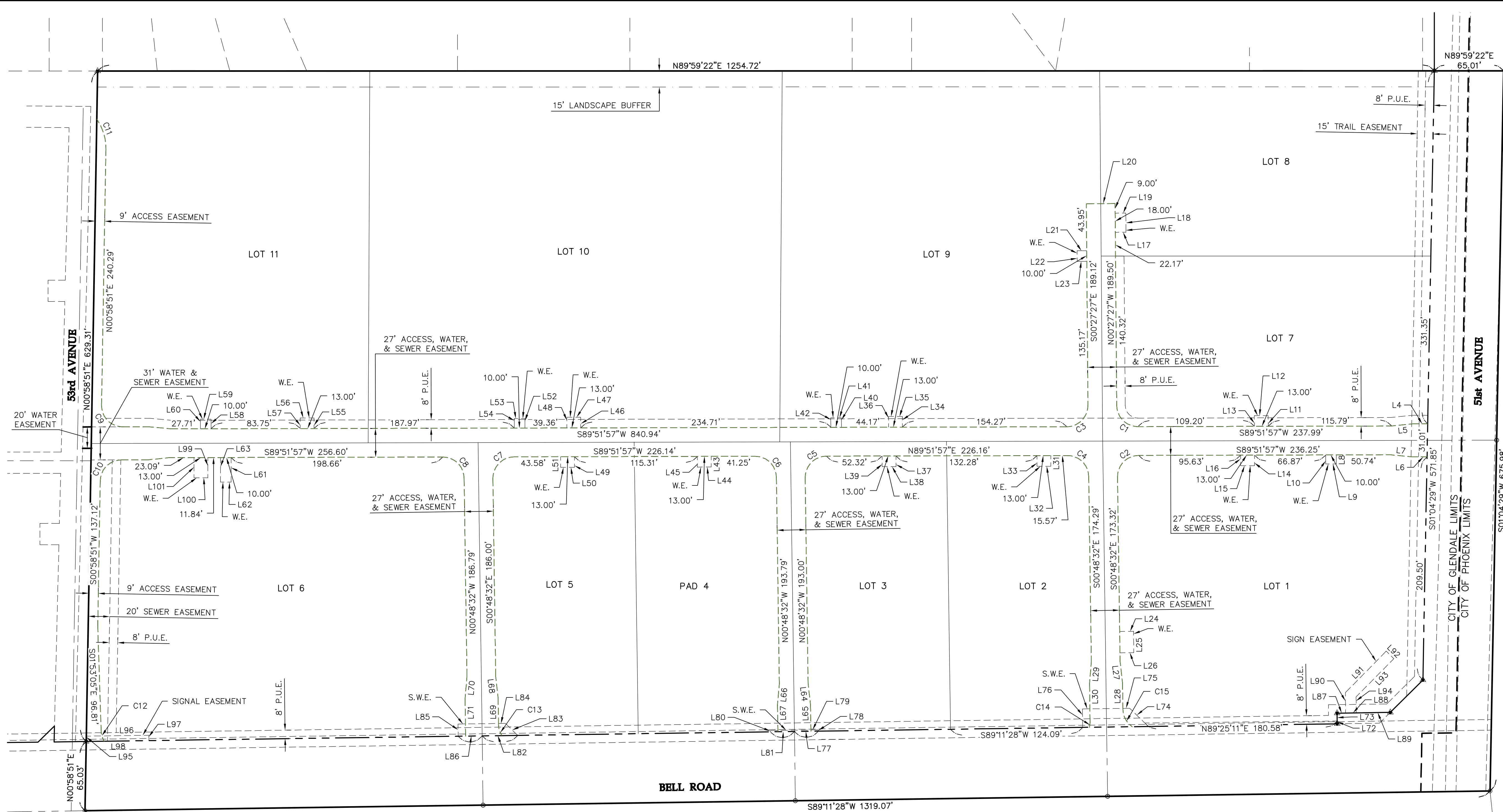
Phone (480) 747-6558
Fax (480) 376-8025

westwoodps.com

Designed: WPS
Checked: BJB
Drawn: KWD
Project Number: 000992100

Prepared for:

**Empire Residential
Communities Fund II, LLC**
6617 North Scottsdale Road, Suite 101
Phoenix, Arizona 85250



EXPIRES 09/30/17

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	20.00'	31.30'	89°40'36"	N 45°17'45" W	28.20'
C2	20.00'	31.65'	90°40'29"	S 44°31'43" W	28.45'
C3	20.00'	31.53'	90°19'24"	S 44°42'15" W	28.36'
C4	20.00'	31.18'	89°19'31"	S 45°28'17" E	28.12'
C5	20.00'	31.65'	90°40'29"	N 44°31'43" E	28.45'
C6	20.00'	31.18'	89°19'31"	N 45°28'17" W	28.12'
C7	20.00'	31.65'	90°40'29"	S 44°31'43" W	28.45'
C8	20.00'	31.18'	89°19'31"	N 45°28'17" W	28.12'
C9	20.00'	31.81'	91°06'54"	N 44°34'36" W	28.56'
C10	20.00'	31.03'	88°53'06"	S 45°25'24" W	28.01'
C11	48.00'	29.87'	35°39'33"	N 16°50'55" W	29.39'
C12	20.00'	11.03'	31°36'32"	S 14°49'25" E	10.89'
C13	20.00'	10.97'	31°25'35"	S 16°31'19" E	10.83'
C14	20.00'	4.59'	13°08'07"	S 54°53'31" W	4.58'
C15	20.00'	19.10'	54°43'21"	S 28°10'13" E	18.38'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L4	S89°51'57"W	13.89'
L5	S84°09'19"W	20.10'
L6	S89°51'57"W	14.40'
L7	N84°25'25"W	20.10'
L8	S0°08'03"E	8.50'
L9	N89°51'57"E	10.00'
L10	S0°08'03"E	8.50'
L11	N0°08'03"W	10.00'
L12	S89°51'57"W	13.00'
L13	S0°08'03"E	10.00'
L14	S0°08'03"E	10.00'
L15	S89°51'57"W	13.00'
L16	N0°08'03"W	10.00'
L17	N89°32'33"E	10.00'
L18	N0°27'27"W	18.00'
L19	S89°32'33"W	10.00'
L20	S89°32'33"W	27.00'

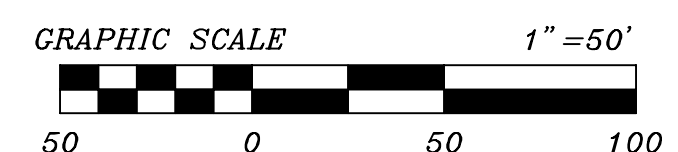
LINE TABLE		
LINE #	DIRECTION	LENGTH
L21	N89°32'34"E	9.00'
L22	N0°27'26"W	10.00'
L23	S89°32'34"W	9.00'
L24	N89°51'57"E	13.00'
L25	N0°48'32"W	20.00'
L26	S89°11'28"W	13.00'
L27	S6°32'53"E	20.00'
L28	S0°48'32"E	25.00'
L29	S4°54'06"W	20.10'
L30	S0°48'32"E	36.50'
L31	S0°08'03"E	10.00'
L32	S89°51'57"W	13.00'
L33	N0°08'03"W	10.00'
L34	N0°08'03"W	10.00'
L35	S89°51'57"W	13.00'
L36	S0°08'03"E	10.00'
L37	S0°08'03"E	10.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L38	S89°51'57"W	13.00'
L39	N0°08'03"W	10.00'
L40	S0°08'03"E	9.00'
L41	N89°51'57"E	10.00'
L42	N0°08'03"W	9.00'
L43	S0°08'03"E	10.00'
L44	S89°51'57"W	13.00'
L45	N0°08'03"W	10.00'
L46	N0°08'03"W	10.00'
L47	S89°51'57"W	13.00'
L48	S0°08'03"E	10.00'
L49	S0°08'03"E	10.00'
L50	S89°51'57"W	13.00'
L51	N0°08'03"W	10.00'
L52	S0°08'03"E	9.00'
L53	N89°51'57"E	10.00'
L54	N0°08'03"W	9.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L55	N0°08'03"W	10.00'
L56	S89°51'57"W	13.00'
L57	S0°08'03"E	10.00'
L58	S0°08'03"E	9.00'
L59	N89°51'57"E	10.00'
L60	N0°08'03"W	9.00'
L61	S0°08'03"E	23.00'
L62	N89°51'57"E	10.00'
L63	S0°08'03"E	23.00'
L64	N6°31'10"W	20.10'
L65	N0°48'32"W	25.00'
L66	N4°54'06"E	20.10'
L67	N0°48'32"W	25.00'
L68	S6°31'10"E	20.10'
L69	S0°48'32"E	25.02'
L70	N4°54'06"E	20.10'
L71	N0°48'32"W	35.45'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L72	S0°34'49"E	2.60'
L73	S0°34'49"E	7.40'
L74	S45°41'41"E	19.76'
L75	N89°11'29"E	44.42'
L76	N0°48'32"W	17.33'
L77	S89°11'28"W	22.54'
L78	S8°36'31"E	1.21'
L79	N89°11'28"E	44.83'
L80	N1°28'23"E	1.20'
L81	S89°11'28"W	22.51'
L82	N89°11'28"E	33.45'
L83	N46°04'36"W	16.24'
L84	S89°11'29"W	44.41'
L85	S0°48'32"E	11.43'
L86	S89°11'28"W	22.50'
L87	N89°11'28"E	8.02'
L88	N89°11'28"E	10.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L89	N89°11'28"E	31.98'
L90	N0°48'32"W	19.14'
L91	N44°36'46"E	54.69'
L92	S45°23'14"E	10.00'
L93	S44°36'46"W	50.51'
L94	S0°48'32"E	14.96'
L95	N0°58'51"E	5.00'
L96	N89°11'28"E	58.67'
L97	S0°48'32"E	5.00'
L98	N89°11'28"E	58.83'
L99	S0°08'03"E	19.00'
L100	N89°51'57"E	13.00'
L101	S0°08'03"E	19.00'



Final Plat 51 Campana

Glendale, Arizona

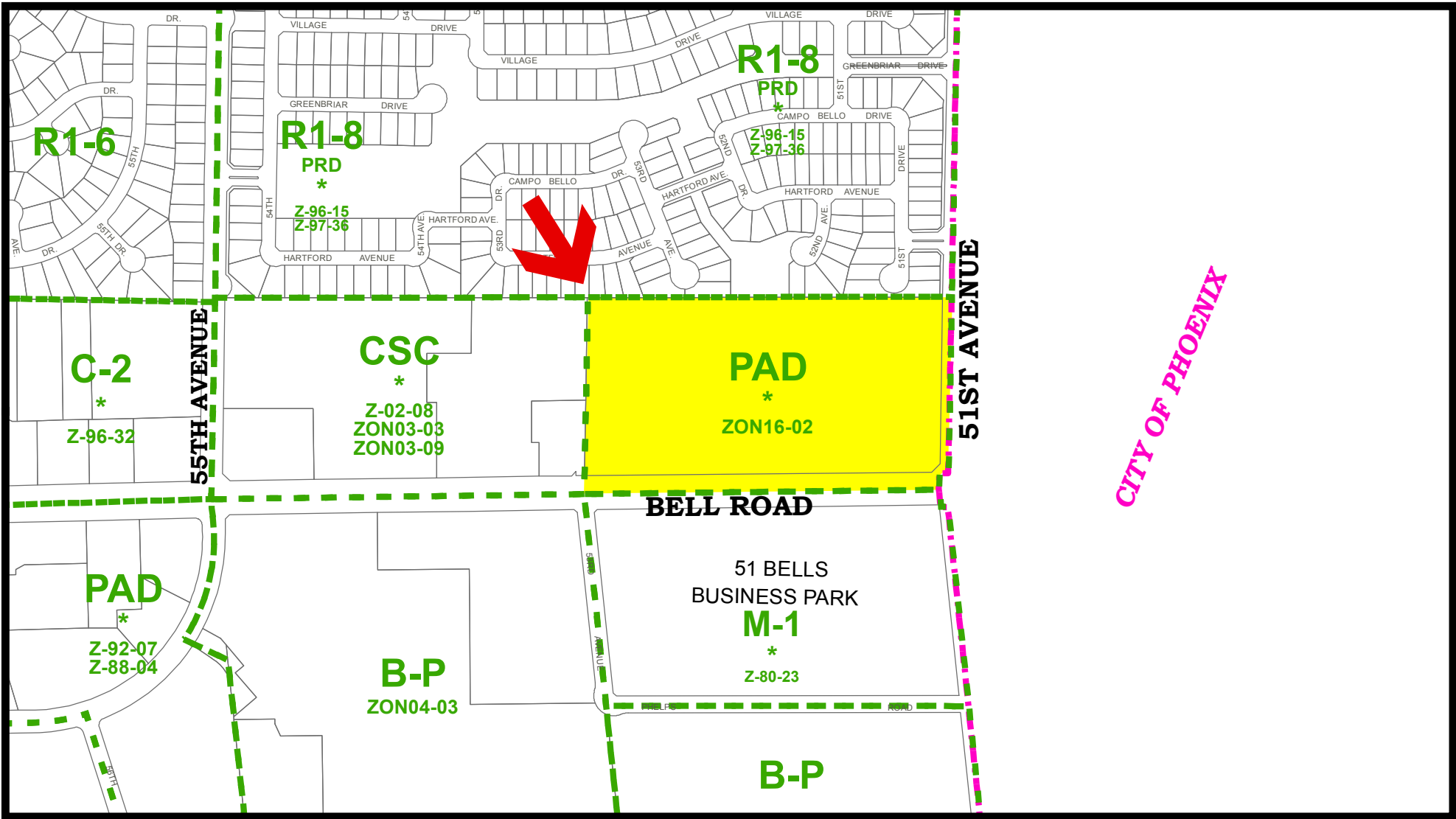
Easement Details

Date: 04/06/2017

Drawing No: FP03

Sheet No: 3 of 3

0009921FP03.dwg

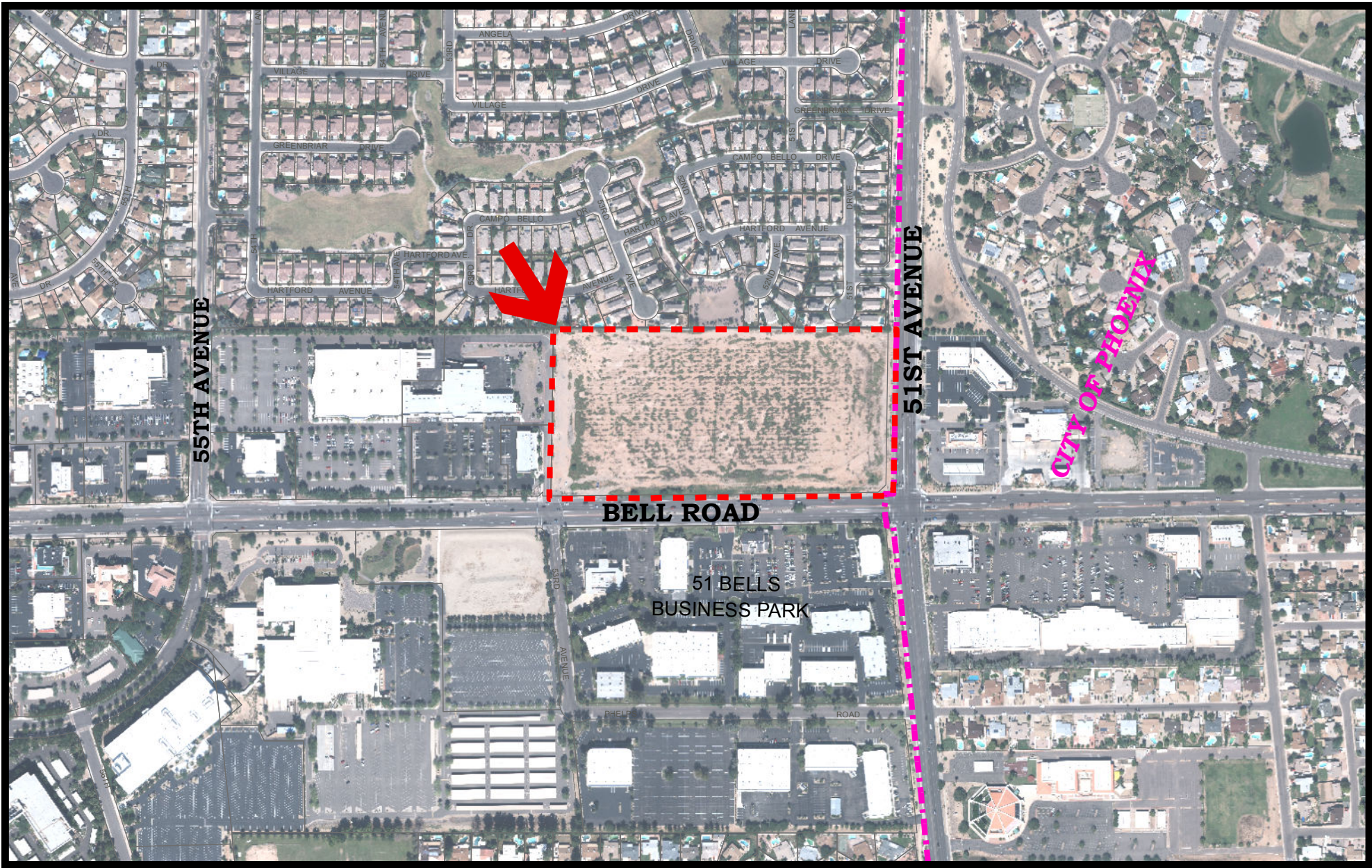


CASE NUMBER
FP17-01



REQUEST
FINAL PLAT FOR "51 CAMPANA"

LOCATION
5200 W. BELL ROAD



Aerial Date: October 2014



CASE NUMBER
FP17-01





Legislation Description

File #: 17-149, Version: 1

ORDINANCE NO. O17-18

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING GLENDALE CITY CODE, CHAPTER 26 (OFFENSES-MISCELLANEOUS), ARTICLE III (OFFENSES AGAINST PUBLIC SAFETY AND ORDER) BY ADDING A NEW DIVISION 5 ENTITLED "FIREWORKS" PROHIBITING THE USE OF FIREWORKS WITHIN THE CITY; PROVIDING FOR THE REPEAL OF CONFLICTING CODE PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PENALTIES.

Staff Contact: Terry Garrison, Fire Chief

Staff Presenter: Chuck Jenkins, Fire Marshal

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance amending Glendale City Code Chapter 26 (Offenses - Miscellaneous), Article III (Offenses Against Public Safety and Order), to change the Consumer Fireworks Ordinance; allowing the use of consumer fireworks during the state approved timeframes and in accordance with A.R.S. 36-1606.

Background

On February 21, 2017, City Council requested staff clarify that city code, related to fireworks, is in compliance with state statute. Current City Code [Section 26.70.3] prohibits the use of consumer fireworks within Glendale City limits. This is not in compliance with ARS 36-1606, wherein it states; "The regulation of permissible consumer fireworks is not subject to further regulation by a governing body, except as follows: Prohibit the use of permissible consumer fireworks on days other than June 24 through July 6 and December 24 through January 3 of each year."

Analysis

Staff recommends City Council approve the proposed amendments to bring Glendale City Code into compliance with ARS 36-1606.

Previous Related Council Action

At the April 4, 2017 Workshop, Council directed staff to propose changes to the current consumer fireworks ordinance and allow the use of fireworks during the state approved timeframes.

At the February 21, 2017 Workshop, Council directed staff to review and clarify city code and state statute are compliant, regarding the use of consumer fireworks.

At the April 24, 2012 Voting meeting, Council adopted the current consumer fireworks ordinance.

At the April 3, 2012 Workshop, Council discussed the need for a fireworks ordinance and provided guidance to staff to draft an ordinance banning the use of consumer fireworks.

Community Benefit/Public Involvement

Amending city code to align with state statute eliminates ambiguity and confusion regarding consumer fireworks use and helps our regulatory and police officers educate the public and enforce the law.

ORDINANCE NO. 017-18

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING GLENDALE CITY CODE, CHAPTER 26 (OFFENSES—MISCELLANEOUS), ARTICLE III (OFFENSES AGAINST PUBLIC SAFETY AND ORDER) BY ADDING A NEW DIVISION 5 ENTITLED “FIREWORKS” PROHIBITING THE USE OF FIREWORKS WITHIN THE CITY; PROVIDING FOR THE REPEAL OF CONFLICTING CODE PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PENALTIES.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That Glendale City Code, Chapter 26 (Offenses—Miscellaneous), Article III (Offenses Against Public Safety and Order) is hereby amended by adding a new Division 5 entitled “Fireworks” to read as follows:

DIVISION 5. FIREWORKS

Sec. 26-70.1. Purpose.

The City Council hereby recognizes that the desert environment of Arizona has unique fire risks and adopts this division to enhance the public safety and welfare of its citizens and the community by prohibiting the use of fireworks within the city.

Sec. 26-70.2. Definitions.

The following words, terms and phrases, when used in this article, have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City Permit: A permit issued by the City Fire Chief or designee.

Display fireworks: Those fireworks defined by Arizona Revised Statutes § 36-1601.

Expenses of an emergency response: The reasonable costs directly incurred by public agencies including but not limited to the City Fire, Police and Public Works Departments or other first responders including but not limited to private ambulance companies that make an appropriate emergency response to an incident.

Fireworks: Display fireworks, consumer fireworks and permissible consumer fireworks as defined by Arizona Revised Statutes § 36-1601.

Novelty items: Federally deregulated novelty items that are known as snappers, snap caps, party poppers, glow worms, snakes, toy smoke devices and sparklers.

Permissible consumer fireworks: Those fireworks as defined by Arizona Revised Statutes § 36-1601 that may be sold within a municipality even where the use of those items has been prohibited.

Reasonable Costs: The costs of providing police, fire fighting, clean-up, rescue and emergency medical services at the scene of an incident and the salaries of the persons who respond to the incident.

Supervised show: A monitored performance of display fireworks open to the public authorized by city permit.

Sec. 26-70.3. Use of Fireworks.

(a) The use of permissible consumer fireworks within the city is prohibited except on days other than June 24 through July 6, and December 24 through January 3 of each year.

(b) No person shall sell, possess, authorize or manufacture consumer or display fireworks unless authorized by state law or city permit.

(c) The use of fireworks on public or city property is prohibited at all times.

(d) Nothing in this section or division shall be construed to prohibit the use of novelty items or the carrying out of a supervised show or possession of display fireworks authorized by city permit.

Sec. 26-70.4. Sale of Fireworks.

(a) No person shall sell or permit or authorize the sale of permissible consumer fireworks to a person who is under sixteen years of age.

(b) No person shall sell or permit or authorize the sale of permissible consumer fireworks in conflict with state law.

(c) No person shall sell, possess, authorize or manufacture consumer or display fireworks unless authorized by state law or city permit.

Sec. 26-70.5. Posting of signs by persons engaged in the selling of permissible consumer fireworks; civil penalty.

(a) Prior to the sale of permissible consumer fireworks, every person engaged in the selling of permissible fireworks shall prominently display signs indicating the following:

- (1) The use of all fireworks, including permissible consumer fireworks as defined under state law, within the City of Glendale, is prohibited except as authorized by Fire Department permit.
- (2) Consumer fireworks authorized for sale under state law may not be sold to persons under the age of 16.

(b) Signs required under this section shall be placed at each cash register and in each area where fireworks are displayed for sale.

(c) In accordance with state law, the City Fire Chief or designee shall develop regulations concerning the size and color of the required signs and develop a model sign. The required sign regulations and model sign shall be posted on the City's website and filed with the City Clerk's office.

(d) Failure to comply with subsections (a) or (b) above is a civil offense punishable by a minimum fine of \$250.00.

Sec. 26-70.6. Authority to enforce violations of this division; means of enforcement.

(a) The City Fire Chief or designee, a Glendale police officer or the City Attorney may issue civil complaints to enforce violations of this division designated as civil offenses.

(b) Any person authorized pursuant to this section to issue a civil complaint may also issue a notice of violation specifying actions to be taken and the time in which they are to be taken to avoid issuance of a civil or criminal complaint.

(c) A Glendale police officer or the City Attorney may issue criminal complaints to enforce this division.

Sec. 26-70.7. Penalties.

The penalty for violating any prohibition or requirement imposed by this division is a class one misdemeanor with a minimum fine of \$275.00 unless another penalty is specifically provided for.

Sec. 26-70.8. Liability for emergency responses related to use of fireworks.

(a) A person who uses, discharges or ignites fireworks is liable for the expenses of any emergency response that is required by such use, discharge or ignition. The fact that a person is convicted or found responsible for a violation(s) of this division is prima facie evidence of liability under this section.

(b) The expenses of an emergency response are a charge against the person liable for those expenses pursuant to subsection (a) of this section. The charge constitutes a debt of that person and may be collected proportionately by the public agencies or other first responders that incurred the expenses. The liability imposed under this section is in addition to and not in limitation of any other liability that may be imposed.

SECTION 2. That the following conflicting Glendale City Code provisions are hereby amended to ensure consistency with this Ordinance and compliance with Arizona state law regulating fireworks: Glendale City Code Secs. 21-44 and 21-173. The amendments shall read as follows:

Sec. 21-44. Prohibited sales.

No person who is required to obtain a special regulatory license shall at any time display, sell, trade or otherwise distribute any of the following items within the city:

Sec. 21-173. Prohibited merchandise; all markets or operations.

It shall be unlawful for any person to sell, exchange, display, offer for sale or barter at any open-air market or park-and-swap operation any of the following items of personal property:

- (1) Any live animal;
- (2) Ammunition, blasting agents, liquid petroleum gases or other combustible gases, any type of display fireworks, explosives, acids, caustics, oxidizing agents or any flammable liquids, including but not limited to, gasoline, kerosene, acetone, thinners and solvents.
- (3) The sale of permissible consumer fireworks is allowed. Before engaging in the sale of permissible consumer fireworks, every person engaged in selling, or attempting to sell permissible consumer fireworks, shall:
 - a. Comply with the Glendale City Code, Chapter 21, Licenses, Taxation, and Miscellaneous Business Regulations;
 - b. Obtain an inspection certificate from the Glendale Fire Department verifying compliance with all applicable state laws pertaining to the storage, transportation, and sale of permissible consumer fireworks; and
 - c. Openly and conspicuously post color copies of inspection certificates at each cash register and in each area where fireworks are displayed for sale.

SECTION 3. That the terms and provisions of this Ordinance are severable and if any section, subsection, sentence, clause, phrase or portion of this Ordinance, or any part of the Glendale City Code adopted herein by reference, is for any reason held to be invalid,

unenforceable or unconstitutional by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in effect.

SECTION 4. That the provisions of this ordinance shall become effective thirty (30) days after passage of this ordinance by the Glendale City Council.

SECTION 5. The City Clerk is instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 9th day of May, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager

ORDINANCE NO. _____ NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING GLENDALE CITY CODE, CHAPTER 26 (OFFENSES—MISCELLANEOUS), ARTICLE III (OFFENSES AGAINST PUBLIC SAFETY AND ORDER) BY ADDING A NEW DIVISION 5 ENTITLED “FIREWORKS” PROHIBITING THE USE OF FIREWORKS WITHIN THE CITY; PROVIDING FOR THE REPEAL OF CONFLICTING CODE PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PENALTIES.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That Glendale City Code, Chapter 26 (Offenses—Miscellaneous), Article III (Offenses Against Public Safety and Order) is hereby amended by adding a new Division 5 entitled “Fireworks” to read as follows:

DIVISION 5. FIREWORKS

Sec. 26-70.1. Purpose.

The City Council hereby recognizes that the desert environment of Arizona has unique fire risks and adopts this division to enhance the public safety and welfare of its citizens and the community by prohibiting the use of fireworks within the city.

Sec. 26-70.2. Definitions.

The following words, terms and phrases, when used in this article, have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City Permit: A permit issued by the City Fire Chief or designee.

Display fireworks: Those fireworks defined by Arizona Revised Statutes § 36-1601.

Expenses of an emergency response: The reasonable costs directly incurred by public agencies including but not limited to the City Fire, Police and Public Works Departments or other first responders including but not limited to private ambulance companies that make an appropriate emergency response to an incident.

[Additions are indicated by underline; deletions by ~~strikeout~~.]

Fireworks: Display fireworks, consumer fireworks and permissible consumer fireworks as defined by Arizona Revised Statutes § 36-1601.

Novelty items: Federally deregulated novelty items that are known as snappers, snap caps, party poppers, glow worms, snakes, toy smoke devices and sparklers.

Permissible consumer fireworks: Those fireworks as defined by Arizona Revised Statutes § 36-1601 that may be sold within a municipality even where the use of those items has been prohibited.

Reasonable Costs: The costs of providing police, fire fighting, clean-up, rescue and emergency medical services at the scene of an incident and the salaries of the persons who respond to the incident.

Supervised show: A monitored performance of display fireworks open to the public authorized by city permit.

Sec. 26-70.3. Use of Fireworks ~~prohibited; exceptions.~~

~~(a) _____ (a) The use of fireworks of any kind within the city is prohibited. The use of permissible consumer fireworks within the city is prohibited except on days other than June 24 through July 6, and December 24 through January 3 of each year.~~

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~~_____ (b) Nothing in this section or division shall be construed to prohibit the use of novelty items or the carrying out of a supervised show or possession of display fireworks authorized by city permit.~~

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~~(b) No person shall sell, possess, authorize or manufacture consumer or display fireworks unless authorized by state law or city permit.~~

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~~(c) The use of fireworks on public or city property is prohibited at all times.~~

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~~(d) Nothing in this section or division shall be construed to prohibit the use of novelty items or the carrying out of a supervised show or possession of display fireworks authorized by city permit.~~

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Sec. 26-70.4. Sale of Fireworks.

(a) No person shall sell or permit or authorize the sale of permissible consumer fireworks to a person who is under sixteen years of age.

[Additions are indicated by underline; deletions by ~~strikeout~~.]

(b) No person shall sell or permit or authorize the sale of permissible consumer fireworks in conflict with state law.

(c) No person shall sell, possess, authorize or manufacture consumer or display fireworks unless authorized by state law or city permit.

Sec. 26-70.5. Posting of signs by persons engaged in the selling of permissible consumer fireworks; civil penalty.

(a) Prior to the sale of permissible consumer fireworks, every person engaged in the selling of permissible fireworks shall prominently display signs indicating the following:

- (1) The use of all fireworks, including permissible consumer fireworks as defined under state law, within the City of Glendale, is prohibited except as authorized by Fire Department permit.
- (2) Consumer fireworks authorized for sale under state law may not be sold to persons under the age of 16.

(b) Signs required under this section shall be placed at each cash register and in each area where fireworks are displayed for sale.

(c) In accordance with state law, the City Fire Chief or designee shall develop regulations concerning the size and color of the required signs and develop a model sign. The required sign regulations and model sign shall be posted on the City's website and filed with the City Clerk's office.

(d) Failure to comply with subsections (a) or (b) above is a civil offense punishable by a minimum fine of \$250.00.

Sec. 26-70.6. Authority to enforce violations of this division; means of enforcement.

(a) The City Fire Chief or designee, a Glendale police officer or the City Attorney may issue civil complaints to enforce violations of this division designated as civil offenses.

(b) Any person authorized pursuant to this section to issue a civil complaint may also issue a notice of violation specifying actions to be taken and the time in which they are to be taken to avoid issuance of a civil or criminal complaint.

(c) A Glendale police officer or the City Attorney may issue criminal complaints to enforce this division.

[Additions are indicated by underline; deletions by ~~strikeout~~.]

Sec. 26-70.7. Penalties.

The penalty for violating any prohibition or requirement imposed by this division is a class one misdemeanor with a minimum fine of \$275.00 unless another penalty is specifically provided for.

Sec. 26-70.8. Liability for emergency responses related to use of fireworks.

(a) A person who uses, discharges or ignites fireworks is liable for the expenses of any emergency response that is required by such use, discharge or ignition. The fact that a person is convicted or found responsible for a violation(s) of this division is prima facie evidence of liability under this section.

(b) The expenses of an emergency response are a charge against the person liable for those expenses pursuant to subsection (a) of this section. The charge constitutes a debt of that person and may be collected proportionately by the public agencies or other first responders that incurred the expenses. The liability imposed under this section is in addition to and not in limitation of any other liability that may be imposed.

SECTION 2. That the following conflicting Glendale City Code provisions are hereby amended to ensure consistency with this Ordinance and compliance with Arizona state law regulating fireworks: Glendale City Code Secs. 21-44 and 21-173. The amendments shall read as follows:

Sec. 21-44. Prohibited sales.

No person who is required to obtain a special regulatory license shall at any time display, sell, trade or otherwise distribute any of the following items within the city:

...

(4) ~~Fireworks;~~

...

Sec. 21-173. Prohibited merchandise; all markets or operations.

It shall be unlawful for any person to sell, exchange, display, offer for sale or barter at any open-air market or park-and-swap operation any of the following items of personal property:

(1) Any live animal;

[Additions are indicated by underline; deletions by ~~strikeout~~.]

- (2) Ammunition, blasting agents, liquid petroleum gases or other combustible gases, any type of display fireworks, explosives, acids, caustics, oxidizing agents or any flammable liquids, including but not limited to, gasoline, kerosene, acetone, thinners and solvents.
- (3) The sale of permissible consumer fireworks is allowed. Before engaging in the sale of permissible consumer fireworks, every person engaged in selling, or attempting to sell permissible consumer fireworks, shall:
- a. Comply with the Glendale City Code, Chapter 21, Licenses, Taxation, and Miscellaneous Business Regulations;
 - b. Obtain an inspection certificate from the Glendale Fire Department verifying compliance with all applicable state laws pertaining to the storage, transportation, and sale of permissible consumer fireworks; and
 - c. Openly and conspicuously post color copies of inspection certificates at each cash register and in each area where fireworks are displayed for sale.

SECTION 3. That the terms and provisions of this Ordinance are severable and if any section, subsection, sentence, clause, phrase or portion of this Ordinance, or any part of the Glendale City Code adopted herein by reference, is for any reason held to be invalid, unenforceable or unconstitutional by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in effect.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2012.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

[Additions are indicated by underline; deletions by ~~strikeout~~.]

REVIEWED BY:

City Manager

c_fireworks_total.doc

[Additions are indicated by underline; deletions by ~~strikeout~~.]



Legislation Description

File #: 17-167, Version: 1

ORDINANCE NO. O17-19

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN EASEMENT FOR TWO WATER LINES LOCATED AT 7815 WEST ASPERA BOULEVARD AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Staff Contact: Michelle Woytenko, Deputy Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance accepting a new water line easement at 7815 West Aspera Boulevard.

Background

The developer of the new Treasure House, located at 7815 West Aspera Boulevard, is constructing two new public water lines to meet the fire protection requirements of the City Code for this development. The developer, Treasure House, an Arizona nonprofit corporation, is granting the city an easement for the two water lines so that the City can maintain, operate, repair, replace, and remove, if necessary, the new water lines consistent with City Code.

Analysis

Staff recommends acceptance of the easement for the two new water lines. There will be no impact on city departments, staff or service levels as a result of this action. There may be minimal costs incurred to the city for operating and maintaining these two water lines in the future.

ORDINANCE NO. 017-19

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN EASEMENT FOR TWO WATER LINES LOCATED AT 7815 WEST ASPERA BOULEVARD AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, a new development, Treasure House, is being constructed on property located at 7815 West Aspera Boulevard; and

WHEREAS, new public water lines are required to serve the property to meet the fire protection requirements of the City Code for Treasure House; and

WHEREAS, the owner of Treasure House, Treasure House, an Arizona nonprofit corporation, is constructing the water lines depicted in the map attached hereto and then granting an easement to the City so that the lines may be operated, maintained, repaired, replaced and removed if necessary.

WHEREAS, the City has determined that the new water lines and easement would benefit the citizens of Glendale and be in the public interest.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City is hereby accepting an easement for the location of new water lines pursuant to the Conveyance of Easement, which is attached as Exhibit 1.

SECTION 2. That the Council hereby authorizes and instructs the City Manager to execute the Conveyance of Easement, attached hereto as Exhibit 1, granting a water line easement described herein to the City.

SECTION 3. That the provisions of this ordinance shall become effective thirty (30) days after passage of this ordinance by the Glendale City Council.

SECTION 4. That the City Clerk is instructed and authorized to forward a certified copy of this ordinance and its attachments for recording to the Maricopa County Recorder's Office.

[Signatures on following page]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 9th day of May, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager

EXHIBIT 1

When recorded, mail to:
City Clerk, City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

CONVEYANCE OF EASEMENT

For Ten Dollars and other valuable consideration, We, **Treasure House, an Arizona nonprofit corporation**, do hereby convey to the City of Glendale, an Arizona municipal corporation, an easement to install, repair, operate, maintain and remove two water lines and appurtenances (“facilities”) upon, over and under the surface of the following described property:

See Attached Description, “Exhibit A”

Together with the right of ingress and egress to, from, across and along the Grantor's Property, and with the right to use lands adjacent to said easement during temporary periods of construction; the right to operate, repair, replace, maintain, and remove facilities and appurtenances from said premises; to add to or alter said facilities at any reasonable time; and to trim or remove any trees or shrubs that in the judgment of the City may interfere with the construction, operation or maintenance of said facilities.

By accepting this easement, the City of Glendale agrees to exercise reasonable care to avoid any damage to said real property above described.

Dated this _____ day of _____, 2017.

By: _____
Jeffrey W. Thompson,
Treasurer

**Exempt Pursuant to A.R.S.§11-1134(A)(2),
11-1134(A)(3)**

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by Jeffrey W. Thompson, Treasurer, who acknowledged that he executed this instrument for the purposes therein contained.

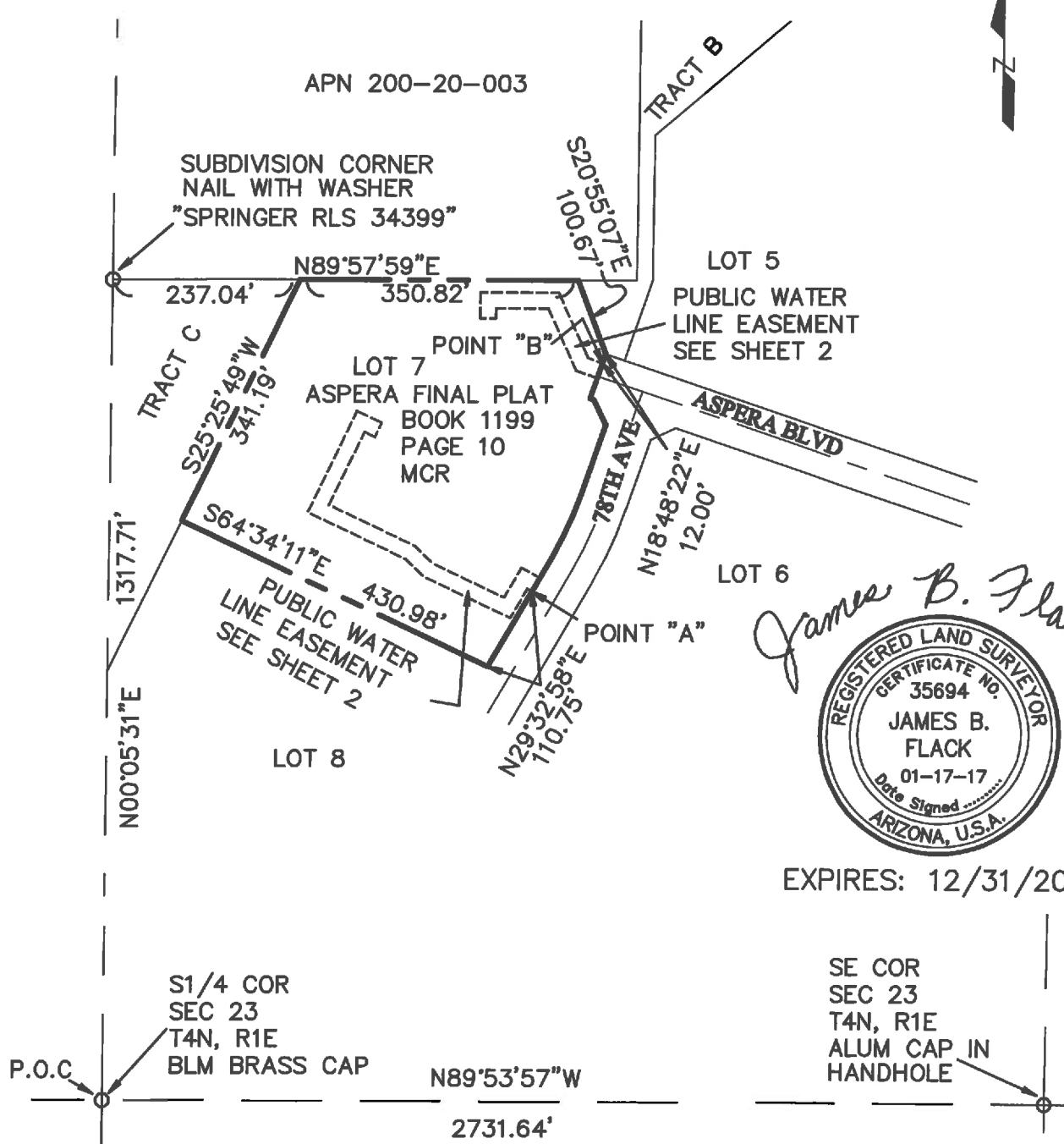
Notary Public

My commission expires:

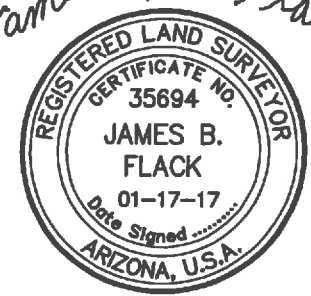
NWC 75th Avenue/ Beardsley Rd

EXHIBIT A

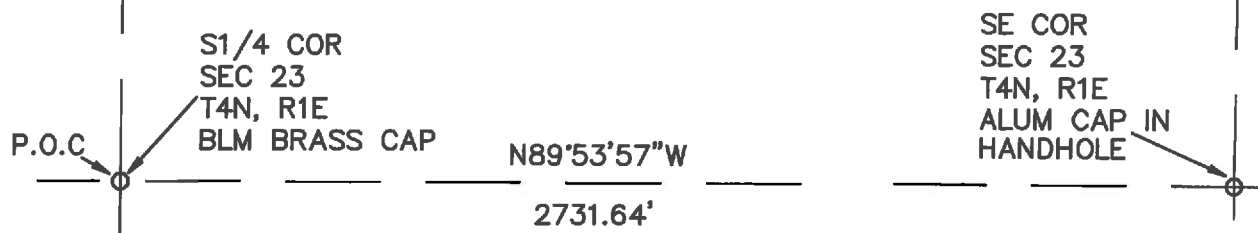
PUBLIC WATER LINE EASEMENT



James B. Flack



EXPIRES: 12/31/2018



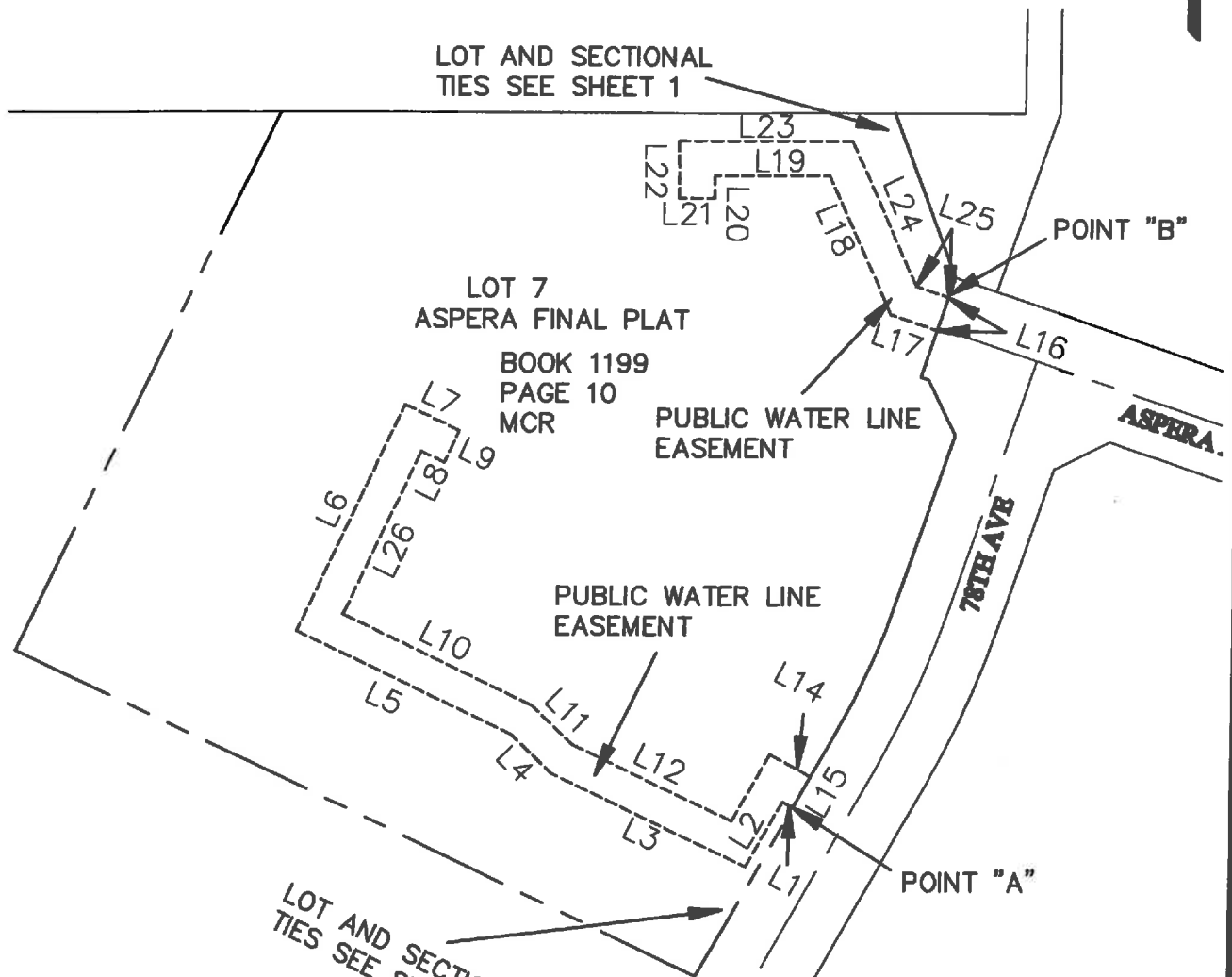
J-Co. Professional Services
Land Surveyors

EMAIL: JCOSURVEYORS@COX.NET

2279 E. SANOQUE CT. GILBERT, AZ 85298 PH. 602-292-2447 FAX. 480-926-4213	DRAWN BY: JF	CHECKED BY: DZ
	SCALE: 1"=200'	JOB NO. 16-0213
	DATE 01-17-17	SHEET 1 OF 6

EXHIBIT A

PUBLIC WATER LINE EASEMENT



James B. Flack



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2279 E. SANOQUE CT. GILBERT, AZ 85298 PH. 602-292-2447 FAX. 480-926-4213	DRAWN BY: JF	CHECKED BY: DZ
	SCALE: 1"=100'	JOB NO. 16-0213
	DATE 01-17-17	SHEET 2 OF 6

EXHIBIT A

LINE TABLE

LINE TABLE		
LINE	LENGTH	BEARING
L1	6.75	N61°07'02"W
L2	42.56	S29°32'10"W
L3	122.69	N64°34'19"W
L4	31.86	N45°57'22"W
L5	136.85	N64°34'19"W
L6	142.86	N25°03'05"E
L7	34.50	S64°47'35"E
L8	20.00	S25°03'05"W
L9	14.50	N64°47'35"W
L10	120.26	S64°34'19"E
L11	31.86	S45°57'22"E
L12	100.79	S64°34'19"E
L13	43.71	N29°32'10"E
L14	26.76	S61°08'44"E
L15	20.00	S29°32'58"W
L16	20.00	S18°43'22"W
L17	28.42	N71°16'38"W
L18	87.04	N24°31'48"W
L19	65.77	S89°58'12"W
L20	12.99	S00°02'16"E
L21	20.00	S89°57'44"W
L22	32.99	N00°02'16"W
L23	98.63	N89°58'12"E
L24	91.26	S24°31'48"E
L25	19.73	S71°16'38"E
L26	102.93	S25°03'05"W

LEGEND

-----	EASEMENT LINE
_____	LOT LINE
- - - - -	CENTERLINE
—————	BOUNDARY LINE
- - - - -	SECTION LINE



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DATE: 01-17-17

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JOB NO. 16-0213
SHEET 3 OF 6

EXHIBIT A

LEGAL DESCRIPTION

PUBLIC WATER LINE EASEMENT

DESCRIPTION OF A 0.220 ACRE PARCEL OF LAND LOCATED IN A PORTION OF LOT 7, ASPERA FINAL PLAT, RECORDED IN BOOK 1199, PAGE 10, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 23, THENCE N00°05'31" E ALONG THE MID-SECTION LINE A DISTANCE OF 1317.71 FEET TO A POINT;

THENCE LEAVING SAID SECTION LINE N 89°57'59" E A DISTANCE OF 237.04 FEET TO A POINT BEING THE NORTHWESTERLY CORNER OF SAID LOT 7;

THENCE ALONG SAID WESTERLY LOT LINE S 25°25'49" W A DISTANCE OF 341.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7;

THENCE ALONG THE SOUTH LINE OF SAID LOT 7 S 64°34'11" E A DISTANCE OF 430.98 FEET TO A POINT BEING THE SOUTHEASTERLY CORNER OF SAID LOT 7 ALSO BEING A POINT ON THE WESTERLY RIGHT OF WAY OF 78TH AVENUE;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 7, N 29°32'58" E A DISTANCE OF 110.75 FEET TO A POINT, BEING POINT "A" AS SHOWN ON THIS EXHIBIT AND POINT OF BEGINNING FOR THE PROPERTY DESCRIBED HEREIN:

THENCE LEAVING SAID LOT LINE, AROUND THE PERIMETER OF THE PUBLIC WATER LINE EASEMENT THE FOLLOWING 16 COURSES:

THENCE N 61°07'02" W A DISTANCE OF 6.75 FEET TO A POINT;

THENCE S 29°32'10" W A DISTANCE OF 42.56 FEET TO A POINT;

THENCE N 64°34'19" W A DISTANCE OF 122.69 FEET TO A POINT;

THENCE N 45°57'22" W A DISTANCE OF 31.86 FEET TO A POINT;

THENCE N 64°34'19" W A DISTANCE OF 136.85 FEET TO A POINT;

THENCE N 25°03'05" E A DISTANCE OF 142.86 FEET TO A POINT;

THENCE S 64°47'35" E A DISTANCE OF 34.50 FEET TO A POINT;

THENCE S 25°03'05" W A DISTANCE OF 20.00 FEET TO A POINT;

CONTINUED NEXT SHEET . . .



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SHEET 4 OF 6

EXHIBIT A

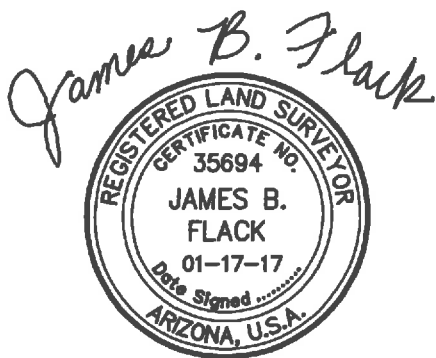
LEGAL DESCRIPTION

PUBLIC WATER LINE EASEMENT

CONTINUED FROM PREVIOUS PAGE

THENCE N 64°47'35" W A DISTANCE OF 14.50 FEET TO A POINT;
 THENCE S 25°03'05" W A DISTANCE OF 102.93 FEET TO A POINT;
 THENCE S 64°34'19" E A DISTANCE OF 120.26 FEET TO A POINT;
 THENCE S 45°57'22" E A DISTANCE OF 31.86 FEET TO A POINT;
 THENCE S 64°34'19" E A DISTANCE OF 100.79 FEET TO A POINT;
 THENCE N 29°32'10" E A DISTANCE OF 43.71 FEET TO A POINT;
 THENCE S 61°07'02" E A DISTANCE OF 26.76 FEET TO A POINT;
 THENCE S 29°32'58" W A DISTANCE OF 20.00 FEET TO A POINT BEING
 THE POINT OF BEGINNING.

CONTAINING: 9589 SQUARE FEET OR 0.220 ACRES OF LAND, MORE OR
 LESS.



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SHEET 5 OF 6

EXHIBIT A

LEGAL DESCRIPTION

PUBLIC WATER LINE EASEMENT

DESCRIPTION OF A 0.100 ACRE PARCEL OF LAND LOCATED IN A PORTION OF LOT 7, ASPERA FINAL PLAT, RECORDED IN BOOK 1199, PAGE 10, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 23, THENCE N00°05'31" E ALONG THE MID-SECTION LINE A DISTANCE OF 1317.71 FEET TO A POINT;

THENCE LEAVING SAID SECTION LINE N 89°57'59" E A DISTANCE OF 587.86 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF SAID LOT 7;

THENCE ALONG THE EAST LINE OF SAID LOT 7, S 20°55'07" E A DISTANCE OF 100.67 FEET;

THENCE S 18°43'22" W A DISTANCE OF 12.00 FEET TO A POINT BEING POINT "B" AS SHOWN ON THIS EXHIBIT AND POINT OF BEGINNING FOR THE PARCEL DESCRIBED HEREIN;

THENCE CONTINUING ALONG THE SAID EAST LINE OF LOT 7, S 18°43'22" W A DISTANCE OF 20.00 FEET TO A POINT;

THENCE N 71°16'38" W A DISTANCE OF 28.42 FEET TO A POINT;

THENCE N 24°31'48" W A DISTANCE OF 87.04 FEET TO A POINT;

THENCE S 89°58'12" W A DISTANCE OF 65.77 FEET TO A POINT;

THENCE S 00°02'16" E A DISTANCE OF 12.99 FEET TO A POINT;

THENCE S 89°57'44" W A DISTANCE OF 20.00 FEET TO A POINT;

THENCE N 00°02'16" W A DISTANCE OF 32.99 FEET TO A POINT;

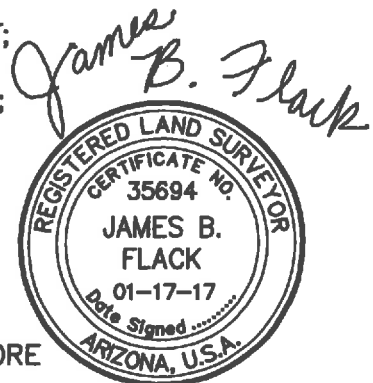
THENCE N 89°58'12" E A DISTANCE OF 98.63 FEET TO A POINT;

THENCE S 24°31'48" E A DISTANCE OF 91.26 FEET TO A POINT;

THENCE S 71°16'38" E A DISTANCE OF 19.73 FEET TO A POINT;

THE POINT OF BEGINNING.

CONTAINING: 4368 SQUARE FEET OR 0.100 ACRES OF LAND, MORE OR LESS.



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SHEET 6 OF 6