



# City of Glendale

5850 West Glendale Avenue  
Glendale, AZ 85301

## Voting Meeting Agenda City Council

*Mayor Jerry Weiers*  
*Vice Mayor Ian Hugh*  
*Councilmember Jamie Aldama*  
*Councilmember Samuel Chavira*  
*Councilmember Gary Sherwood*  
*Councilmember Lauren Tolmachoff*  
*Councilmember Bart Turner*

---

Tuesday, October 13, 2015

6:00 PM

Council Chambers

---

### Voting Meeting

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

#### CALL TO ORDER

#### 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 SEPTEMBER 15, 2015 SPECIAL VOTING MEETING AND SEPTEMBER 22, 2015 VOTING MEETING

1. [15-664](#) APPROVAL OF THE MINUTES OF SEPTEMBER 15, 2015 AND SEPTEMBER 22, 2015

Staff Contact: Pamela Hanna, City Clerk

**Attachments:** [Meeting Minutes of September 15, 2015 Special Voting](#)  
[Meeting Minutes of September 22, 2015](#)

## BOARDS, COMMISSIONS AND OTHER BODIES

### APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS AND OTHER BODIES

**PRESENTED BY: Councilmember Lauren Tolmachoff**

2. [15-663](#) BOARDS, COMMISSIONS & OTHER BODIES  
Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

### PROCLAMATIONS AND AWARDS

3. [15-674](#) RECOGNIZING THE CITY OF GLENDALE AS A RECIPIENT OF THE 2015 SECRETARY OF DEFENSE EMPLOYER SUPPORT FREEDOM AWARD  
Staff Contact: Jessi Pederson, Chief of Staff  
Presented and Accepted By: Office of the Mayor

### CONSENT AGENDA

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

4. [15-627](#) APPROVE SPECIAL EVENT LIQUOR LICENSE, CAUSE INC. FOUNDATION  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology  
**Attachments:** [Application](#)  
[Calls for Service](#)
5. [15-628](#) APPROVE SPECIAL EVENT LIQUOR LICENSE, KIWANIS CLUB OF GLENDALE  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology  
**Attachments:** [Application](#)  
[Calls for Service](#)
6. [15-630](#) APPROVE SPECIAL EVENT LIQUOR LICENSES, ARIZONA HAMMERS SOCCER CLUB  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology  
**Attachments:** [Application](#)  
[Calls for Service](#)
7. [15-631](#) APPROVE LIQUOR LICENSE NO. 5-17610, PITA KABOB GRILL  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology



- Attachments:**     [Map](#)  
[Calls for Service](#)
8.     [15-632](#)     APPROVE LIQUOR LICENSE NO. 5-13878, FRESH HEALTHY CAFE  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
- Attachments:**     [Map](#)  
[Calls for Service](#)
9.     [15-633](#)     APPROVE LIQUOR LICENSE NO. 5-14202, BEBE'S SOUTHERN COOKING  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
- Attachments:**     [Map](#)  
[Calls for Service](#)
10.    [15-634](#)     APPROVE LIQUOR LICENSE NO. 3-1262, AJ MINIMART  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
- Attachments:**     [Map](#)  
[Calls for Service](#)
11.    [15-635](#)     APPROVE LIQUOR LICENSE NO. 5-17589, ONE STOP CONVENIENCE STORE  
BEER AND WINE  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
- Attachments:**     [Map](#)  
[Calls for Service](#)
12.    [15-636](#)     APPROVE LIQUOR LICENSE NO. 5-17727, DAVE & BUSTER'S  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
- Attachments:**     [Map](#)  
[Calls for Service](#)
13.    [15-645](#)     AUTHORIZATION FOR THE EXPENDITURE OF FUNDS TO INFOR PUBLIC  
SECTOR, INC., FOR THE CITY'S ANNUAL HANSEN MAINTENANCE  
RENEWAL  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
- Attachments:**     [C-4525](#)  
[Quotes - Hansen Maintenance](#)
14.    [15-623](#)     AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES  
AGREEMENT FOR EMPLOYEE BENEFITS CONSULTING SERVICES WITH  
THE SEGAL COMPANY, INC., DOING BUSINESS AS SEGAL WATERS  
CONSULTING  
Staff Contact: Jim Brown, Director, Human Resources and Risk  
Management
- Attachments:**     [Professional Services Agreement](#)
15.    [15-666](#)     POSITION RECLASSIFICATIONS

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

**Attachments:** [Classification Study Status Report](#)

16. [15-676](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 3 TO THE CONTRACT EXTENSION FOR C-8926-3 ROOF RESIDENTIAL REPAIR PROGRAM AND RATIFICATION OF EXPENDITURES FOR JIM BROWN AND SONS ROOFING  
Staff Contact: Erik Strunk, Director, Community Services

**Attachments:** [Amendment No. 3](#)  
[Brochure for Rehabilitation Program \(2015-16\)](#)

17. [15-611](#) AWARD OF BID IFB 16-01, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM THATCHER COMPANY OF ARIZONA, INC.  
Staff Contact: Craig Johnson, P.E., Director, Water Services

**Attachments:** [IFB 16-01, Agreement and Bid Tabulation](#)

18. [15-612](#) AWARD OF BID IFB 16-01, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM DPC ENTERPRISES  
Staff Contact: Craig Johnson, P.E., Director, Water Services

**Attachments:** [IFB 16-01, Agreement and Bid Tabulation](#)

19. [15-613](#) AWARD OF BID IFB 16-01, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM PENCCO, INC.  
Staff Contact: Craig Johnson, P.E., Director, Water Services

**Attachments:** [IFB 16-01, Agreement and Bid Tabulation](#)

20. [15-614](#) AWARD OF BID IFB 16-01, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM BRENNTAG PACIFIC, INC.  
Staff Contact: Craig Johnson, P.E., Director, Water Services

**Attachments:** [IFB 16-01, Agreement and Bid Tabulation](#)

21. [15-615](#) AWARD OF BID IFB 16-01, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM HILL BROTHERS CHEMICAL COMPANY  
Staff Contact: Craig Johnson, P.E., Director, Water Services

**Attachments:** [IFB 16-01, Agreement and Bid Tabulation](#)

22. [15-616](#) AWARD OF BID IFB 16-01, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM POLYDYNE, INC.  
Staff Contact: Craig Johnson, P.E., Director, Water Services

- Attachments:**      [IFB 16-01, Agreement and Bid Tabulation](#)
23.    [15-617](#)            AWARD OF BID IFB 16-01, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM RELIANT GASES, LTD  
Staff Contact: Craig Johnson, P.E., Director, Water Services
- Attachments:**      [IFB 16-01, Agreement and Bid Tabulation](#)
24.    [15-618](#)            AWARD OF BID IFB 16-01, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM CAL-PACIFIC CARBON, INC.  
Staff Contact: Craig Johnson, P.E., Director, Water Services
- Attachments:**      [IFB 16-01, Agreement and Bid Tabulation](#)
25.    [15-619](#)            AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH KELLER ELECTRICAL INDUSTRIES, INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR THE REPAIR SERVICES AT VARIOUS WATER AND WASTEWATER FACILITIES  
Staff Contact: Craig Johnson, P.E., Director, Water Services
- Attachments:**      [Linking Agreement](#)
26.    [15-620](#)            AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH PROMIUM, LLC AND APPROVE THE EXPENDITURE OF FUNDS FOR THE PURCHASE, INSTALLATION, IMPLEMENTATION, AND TRAINING OF A LABORATORY INFORMATION MANAGEMENT SYSTEM  
Staff Contact: Craig Johnson, P.E., Director, Water Services
- Attachments:**      [Linking Agreement](#)
27.    [15-621](#)            AUTHORIZATION TO RATIFY EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM CHEMTRADE CHEMICALS US, LLC  
Staff Contact: Craig Johnson, P.E., Director, Water Services
- Attachments:**      [Offer Sheet](#)
28.    [15-622](#)            AUTHORIZATION TO RATIFY EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM KEMIRA WATER SOLUTIONS, INC.  
Staff Contact: Craig Johnson, P.E., Director, Water Services
- Attachments:**      [Offer Sheet](#)
29.    [15-643](#)            AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR FESTIVAL ADVERTISING, SPONSORSHIP AND OTHER PROMOTIONAL SERVICES WITH SCRIPPS MEDIA, INC., DOING BUSINESS AS KNXV-TV (ABC 15)  
Staff Contact: Laurie Sapp, Assistant Communications Director
- Attachments:**      [Sponsorship Agreement](#)
30.    [15-640](#)            AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF VEHICLE FROM DON SANDERSON FORD, INC.

Staff Contact: Jack Friedline, Director, Public Works

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

31. [15-641](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH BONDS ALARM CO. INC, FOR SECURITY ALARM SYSTEM MONITORING SERVICES  
Staff Contact: Jack Friedline, Director, Public Works

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

32. [15-642](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT FOR COOPERATIVE PURCHASE FROM CON-WAL INC., DOING BUSINESS AS SOUTHWESTERN SALES COMPANY, FOR LANDFILL ALTERNATIVE DAILY COVER TARPS  
Staff Contact: Jack Friedline, Director, Public Works

**Attachments:** [Amendment No. 1 to Linking Agreement](#)

33. [15-646](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF VEHICLES FROM COURTESY CHEVROLET  
Staff Contact: Jack Friedline, Director, Public Works

**Attachments:** [Linking Agreement](#)  
[Attachment A to Council Report](#)

34. [15-647](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF STREET SWEEPING SERVICES FROM C & S SWEEPING SERVICES, INC.  
Staff Contact: Jack Friedline, Director, Public Works

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

35. [15-648](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF EQUIPMENT FROM RDO EQUIPMENT COMPANY  
Staff Contact: Jack Friedline, Director, Public Works

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

36. [15-649](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF AUTOMOTIVE AND EQUIPMENT PARTS, TIRES AND ACCESSORIES WITH MOVING FORWARD ARIZONA, LLC, DOING BUSINESS AS NORTH VALLEY MOTOR SPORTS  
Staff Contact: Jack Friedline, Director, Public Works

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

37. [15-650](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF VEHICLES FROM SAN TAN AUTO PARTNERS, LLC, DOING BUSINESS AS SAN TAN FORD  
Staff Contact: Jack Friedline, Director, Public Works

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

[Attachment A to Council Report](#)

38.    [15-651](#)            AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF VEHICLES FROM DON SANDERSON FORD, INC.

Staff Contact: Jack Friedline, Director, Public Works

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

[Attachment A to Council Report](#)

39.    [15-652](#)            AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF VEHICLE LUBRICANTS FROM NORTH AMERICAN LUBRICANTS

Staff Contact: Jack Friedline, Director, Public Works

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

40.    [15-658](#)            AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH BENSON SECURITY SYSTEMS, INC., FOR SECURITY ALARM SYSTEM PURCHASE, INSTALLATION AND MAINTENANCE SERVICES

Staff Contact: Jack Friedline, Director, Public Works

**Attachments:**      [Agreement](#)

[Bid Tabulation](#)

41.    [15-659](#)            AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH CITY WIDE PEST CONTROL, INC., FOR PEST CONTROL AND BEE REMOVAL SERVICES

Staff Contact: Jack Friedline, Director, Public Works

**Attachments:**      [Agreement](#)

[Bid Tabulation](#)

## CONSENT RESOLUTIONS

42.    [15-667](#)            EXPENDITURE AUTHORIZATION FOR ANNUAL AMORTIZED EQUIPMENT AND DISPATCH COSTS FOR FISCAL YEAR 2015-16 WITH THE CITY OF PHOENIX FOR COMPUTER AIDED DISPATCH SERVICES

Staff Contact: Chris DeChant, Interim Fire Chief

Staff Presenting: Elio Pompa, Assistant Fire Chief

**Attachments:**      [Resolution 5021 with Exhibit A](#)

[Original IGA C-4942](#)

43.    [15-677](#)            AUTHORIZATION TO ACCEPT FISCAL YEAR 2015-2016 STATE GRANTS-IN-AID AWARD ALLOCATION FOR THE GLENDALE PUBLIC LIBRARY SYSTEM

Staff Contact: Erik Strunk, Director, Community Services

**Attachments:**      [Resolution 5022](#)  
[State Grants-in-Aid Notification](#)

44.    [15-678](#)            AUTHORIZATION TO RENEW AN INTERGOVERNMENTAL AGREEMENT  
EXTENSION OF ARIZONA DEPARTMENT OF TRANSPORTATION  
DATABASE ACCESS  
Staff Contact: Jim Brown, Director, Human Resources and Risk  
Management

**Attachments:**      [Resolution 5023](#)  
[ADOT Database Access Agreement-Letters of Renewal](#)  
[ADOT Database Access Agreement Joint Letter of Renewal](#)

45.    [15-624](#)            AUTHORIZATION TO ENTER INTO CONTRACT 2016-PT-013 WITH THE  
ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND ACCEPT A  
GRANT FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM  
OVERTIME EXPENSES  
Staff Contact: Debora Black, Police Chief

**Attachments:**      [Resolution 5024](#)  
[Grant Contract](#)

46.    [15-625](#)            AUTHORIZATION TO ENTER INTO CONTRACT 2016-OP-003 WITH THE  
ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND ACCEPT A  
GRANT FOR THE OCCUPANT PROTECTION ENFORCEMENT OVERTIME  
EXPENSES  
Staff Contact: Debora Black, Police Chief

**Attachments:**      [Resolution 5025](#)  
[Grant Contract](#)

47.    [15-626](#)            AUTHORIZATION TO ENTER INTO CONTRACT 2016-405d-002 WITH THE  
ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND ACCEPT A  
GRANT FOR DRIVING UNDER THE INFLUENCE/IMPAIRED DRIVING  
ENFORCEMENT OVERTIME EXPENSES  
Staff Contact: Debora Black, Police Chief

**Attachments:**      [Resolution 5026](#)  
[Grant Contract](#)

48.    [15-668](#)            AUTHORIZATION TO ACCEPT A FEDERAL FISCAL YEAR 2015 HOMELAND  
SECURITY GRANT PROGRAM AWARD AND ENTER INTO GRANT  
AGREEMENT NUMBER 150202-01 WITH THE ARIZONA DEPARTMENT OF  
HOMELAND SECURITY  
Staff Contact: Debora Black, Police Chief

**Attachments:**      [Resolution 5027](#)  
[Agreement](#)

49.    [15-669](#)            AUTHORIZATION TO ACCEPT A FEDERAL FISCAL YEAR 2015 HOMELAND

SECURITY GRANT PROGRAM AWARD AND ENTER INTO GRANT AGREEMENT NUMBER 150808-01 WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY  
Staff Contact: Debora Black, Police Chief

**Attachments:** [Resolution 5028](#)  
[Agreement](#)

50. [15-670](#) AUTHORIZATION TO ACCEPT A FEDERAL FISCAL YEAR 2015 HOMELAND SECURITY GRANT PROGRAM AWARD AND ENTER INTO GRANT AGREEMENT NUMBER 150808-02 WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY  
Staff Contact: Debora Black, Police Chief

**Attachments:** [Resolution 5029](#)  
[Agreement](#)

51. [15-672](#) AUTHORIZATION TO ACCEPT A FISCAL YEAR 2015 GRANT AWARD FROM THE DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, AND ENTER INTO AGREEMENT 2015-DJ-BX-0835 FOR THE GLENDALE POLICE DEPARTMENT EDWARD BYRNE MEMORIAL JAG PROJECT  
Staff Contact: Debora Black, Police Chief

**Attachments:** [Resolution 5030](#)  
[Agreement](#)

52. [15-673](#) AUTHORIZATION TO ACCEPT A FISCAL YEAR 2015 GRANT AWARD FROM THE DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, AND ENTER INTO COOPERATIVE AGREEMENT 2015-DE-BX-K060 FOR THE GLENDALE POLICE DEPARTMENT BODY-WORN CAMERA PROJECT  
Staff Contact: Debora Black, Police Chief

**Attachments:** [Resolution 5031](#)  
[Agreement](#)

## ORDINANCES

53. [15-653](#) ABANDONMENT OF A PUBLIC WATER LINE EASEMENT AND THE ACCEPTANCE OF A NEW WATER LINE EASEMENT AT ORCHARD POINTE AT ARROWHEAD  
Staff Contact: Jack Friedline, Director, Public Works

**Attachments:** [Ordinance 2962 with Exhibits](#)  
[Quit Claim Deed](#)

54. [15-654](#) ABANDONMENT OF A SEWER LINE EASEMENT AT DOLLAR SELF STORAGE  
Staff Contact: Jack Friedline, Director, Public Works

**Attachments:**      [Ordinance 2963 with Exhibits](#)  
[Quit Claim Deed](#)

55.    [15-655](#)            ACCEPTANCE OF A WATER LINE EASEMENT AT ASPERA  
Staff Contact: Jack Friedline, Director, Public Works

**Attachments:**      [Ordinance 2964 with Exhibit A](#)

56.    [15-656](#)            ACCEPTANCE OF A SEWER LINE EASEMENT AT ASPERA  
Staff Contact: Jack Friedline, Director, Public Works

**Attachments:**      [Ordinance 2965 with Exhibit A](#)

57.    [15-657](#)            ACCEPTANCE OF A WATER AND SEWER EASEMENT AT ASPERA  
Staff Contact: Jack Friedline, Director, Public Works

**Attachments:**      [Ordinance 2966 with Exhibit A](#)

## RESOLUTIONS

58.    [15-698](#)            AUTHORIZATION AND DIRECTION FOR THE ACQUISITION OF REAL  
PROPERTY LOCATED AT THE SOUTHWEST CORNER OF BETHANY HOME  
ROAD AND 91ST AVENUE IN GLENDALE, ARIZONA  
Staff Contact: Michael D. Bailey, City Attorney

**Attachments:**      [Resolution 5032](#)  
[CCP #3 Purchase Agreement - City of Glendale Substantial Final Format](#)

59.    [15-699](#)            AUTHORIZATION AND DIRECTION FOR THE ACQUISITION OF REAL  
PROPERTY LOCATED AT THE SOUTHWEST CORNER OF MARYLAND  
AVENUE AND 91ST AVENUE IN GLENDALE, ARIZONA  
Staff Contact: Michael D. Bailey, City Attorney

**Attachments:**      [Resolution 5033](#)  
[CCP #2 Changes for Agenda](#)  
[CCP #3 Purchase Agreement - City of Glendale Substantial Final Format](#)

## 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)).



# City of Glendale

5850 West Glendale Avenue  
Glendale, AZ 85301

## Legislation Description

---

**File #:** 15-664, **Version:** 1

---

APPROVAL OF THE MINUTES OF SEPTEMBER 15, 2015 AND SEPTEMBER 22, 2015  
Staff Contact: Pamela Hanna, City Clerk

# City of Glendale

5850 West Glendale Avenue  
Glendale, AZ 85301



## Meeting Minutes - Draft

Tuesday, September 15, 2015

1:45 PM

Special Voting Meeting

Council Chambers - Room B-3

### City Council

*Mayor Jerry Weiers*

*Vice Mayor Ian Hugh*

*Councilmember Jamie Aldama*

*Councilmember Samuel Chavira*

*Councilmember Gary Sherwood*

*Councilmember Lauren Tolmachoff*

*Councilmember Bart Turner*

**CALL TO ORDER**

Mayor Weiers called the City Council Workshop to order.

Mayor Weiers then recessed the meeting to move into a Special Voting Meeting of the City Council.

**Rollcall**

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

Also present were Richard Bowers, Acting City Manager; Jennifer Campbell, Assistant City Manager; Tom Duensing, Interim Assistant City Manager; Michael Bailey, City Attorney; and Pamela Hanna, City Clerk.

**CITIZEN COMMENTS**

There were no citizen comments.

**MOTION TO GO INTO EXECUTIVE SESSION**

**It was moved by Councilmember Aldama, seconded by Vice Mayor Hugh, to enter into Executive Session. The motion carried by the following vote:**

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

**EXECUTIVE SESSION****NEW BUSINESS**

1. [15-639](#) DISCUSSION AND POSSIBLE ACTION TO DIRECT THE CITY MANAGER AND CITY ATTORNEY TO TAKE ALL NECESSARY ACTIONS TO ACQUIRE REAL PROPERTY PURSUANT TO COUNCIL PRIORITIES WITHIN THE LIMITATIONS OF FUNDING SOURCES  
Staff Contact: Richard A. Bowers, Acting City Manager

Mr. Bailey said this was a follow up to the executive session and provided a history of Council policy direction which has been focused on the divesture of property. He explained Council's policy has been relieving the city of obligations or selling off property. He said staff only operates when they receive policy direction from the Council. He said today they need direction from Council regarding the acquisition of property. He said this has nothing to do with a specific parcel of property. If staff is able to find a resolution to a specific parcel of property, that item will come back before Council for discussion and a

vote, as well as public comment. He asked Council to direct the city manager and the city attorney to take all necessary action to acquire real property pursuant to Council priorities, within the limitations of funding sources.

**It was moved by Councilmember Aldama, seconded by Councilmember Sherwood, to approve this item. The motion carried by the following vote:**

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

#### **COUNCIL COMMENTS AND SUGGESTIONS**

Mayor Weiers passed out handouts to all the Councilmembers for the third annual Stand Up for Veterans event on September 26th. He said he was very proud of the city and staff participating in this event.

#### **ADJOURNMENT**

The Special Voting Meeting was adjourned.

# City of Glendale

5850 West Glendale Avenue  
Glendale, AZ 85301



## Meeting Minutes - Draft

Tuesday, September 22, 2015

6:00 PM

Voting

Council Chambers

### City Council

*Mayor Jerry Weiers*

*Vice Mayor Ian Hugh*

*Councilmember Jamie Aldama*

*Councilmember Samuel Chavira*

*Councilmember Gary Sherwood*

*Councilmember Lauren Tolmachoff*

*Councilmember Bart Turner*

**CALL TO ORDER**

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

Also present were Jennifer Campbell, Assistant City Manager; Tom Duensing, Interim Assistant City Manager; Michael Bailey, City Attorney; Pamela Hanna, City Clerk; and Darcie McCracken, Deputy City Clerk.

**PLEDGE OF ALLEGIANCE****PRAYER/INVOCATION**

Reverend Daryle Parker of the Cathedral Christian Center offered the invocation.

**CITIZEN COMMENTS**

Reginald Martinez, a Barrel resident, spoke about supporting the Peoria Unified School District (PUSD) budget override. He asked for the city's and councilmembers' support. He noted that PUSD is in partially in Glendale. He stated that his sons are a product of the Peoria Unified School District and they received a great education. He gave several handouts to the City Clerk.

Joy Dunn, a Sahuaro resident, spoke about seeing trucks and people working on the roads in her neighborhood. She talked to the workers but there was a language problem. She tried to get some information from the city last Friday but no one was available to talk to her. She followed one of the trucks to a home and spoke to the wife of one of the workers and was told they were contract workers for Fishelt. Also, she was told they were working on communication lines in the roadway. She asked that Council check into it to ensure the workers were documented.

James Deibler, a Phoenix resident and ASU West student, spoke about a run at Midwestern University on October 9. The event is to raise funds to work for the cure of Parkinson's disease. He said Phoenix and Glendale residents should come out to support this cause. He noted the time of registration starts at 8:15 a.m., 9:30 a.m. for the warmup and 10 a.m. for the walk and the run to begin.

Michael Woolsley, representing PUSD, said the district is in the cities of Phoenix, Glendale and Avondale. He spoke about the good things that the school district is doing. He spoke about several of the programs and schools that are in Glendale. He invited everyone to attend its events and noted the topic of today's luncheon was the importance of voting and education.

Gary Hirsch, a Cactus resident, spoke about media reports regarding Councilmember Sherwood's driving on a suspended license. He asked that Council have the City

Manager and/or the City Attorney determine if the councilmember was unlawfully operating a motor vehicle while conducting city business and if that violated the Council Code of Conduct and Code of Ethics. He asked to have records checked for car rental, mileage reimbursement, and parking. He also asked for Council to determine through the Human Resources Department the punishment for a regular city employee who may have done something similar.

**APPROVAL OF THE MINUTES OF SEPTEMBER 8, 2015**

**1. [15-638](#) APPROVAL OF THE MINUTES OF SEPTEMBER 8, 2015 VOTING MEETING**

Staff Contact: Pamela Hanna, City Clerk

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

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

**BOARDS, COMMISSIONS AND OTHER BODIES**

**APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS AND OTHER BODIES**

**PRESENTED BY: Councilmember Lauren Tolmachoff**

**2. [15-610](#) BOARDS, COMMISSIONS & OTHER BODIES**

Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

Arts Commission

Eva Ndavu                      Cactus                      Appointment                      09/22/2015 to 08/23/2016

Aviation Advisory Commission

Larry Rovey                      Yucca                      Reappointment                      11/24/2015 to 11/24/2017

Board of Adjustment

William Crowley                      Yucca                      Appointment                      09/22/2015 to 06/30/2017

Citizens Bicycle Advisory Committee

Gus Woodman (CTOC Rep.)                      Yucca                      Appointment                      09/22/2015 to 03/25/2017

Mayor Weiers administered the oath of office to those present.

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



**PROCLAMATIONS AND AWARDS**

3. [15-661](#) PROCLAIM SEPTEMBER 15 THROUGH OCTOBER 15, 2015 AS  
HISPANIC HERITAGE MONTH  
Staff Contact: John Carnero, Glendale Hispanic Network  
Presented By: Office of the Mayor  
Accepted By: Micki Nunez, Glendale Community Development Advisory  
Committee Member

Mayor Weiers presented the proclamation to Micki Nunez, member of the Glendale Community Development Advisory Committee, and Ernie Ruiz, past president of the Glendale Hispanic Network.

Mr. Nunez said he was honored to accept the proclamation and spoke about the city being a shining example. He also thanked veterans for their service. Mr. Ruiz thanked the Mayor and Council as well as Micki Nunez for accepting the proclamation.

Councilmember Aldama said he would like to say a few words and thank Mr. Micki Nunez for all the things he has done for our community. Also, he wanted to back up and thank his wife for allowing you to be part of our city and our neighborhoods. And he wanted to back up further and thank his mom, Yvonne and dad, Danny, for the commitment they have in serving the lord and Micki is an example of the faith they have in the lord. He said they brought up a great, great man and he's here in front of us today. He added that every year Micki takes kids to Glendale Community College and shows them how to get into college; ten out of ten of those kids go to college and it's because of Micki's commitment to them. Councilmember Aldama thanked Micki and his entire family for serving Glendale.

4. [15-608](#) PROCLAIM OCTOBER 2015 AS FIRE PREVENTION MONTH  
Staff Contact: Chris DeChant, Interim Fire Chief  
Presented By: Office of the Mayor  
Accepted By: Mr. Kim Bushong, Retired Glendale Deputy Fire Marshal  
and CERT Volunteer

Mayor Weiers presented the proclamation to Mr. Kim Bushong, retired Glendale Deputy Fire Marshall and a CERT volunteer. Mr. Bushong spoke about his service at the Fire Department and all the smoke detectors he checked. He reminded people to change the batteries at least once a year and check the detectors monthly.

**CONSENT AGENDA**

Mr. Tom Duensing, Interim Assistant City Manager, read agenda item numbers 5 through 16.

Ms. Pamela Hanna, City Clerk, read consent agenda resolution item numbers 17 through 26 by number and title.

5. [15-574](#) APPROVE SPECIAL EVENT LIQUOR LICENSE, GLENDALE CIVIC PRIDE AMBASSADORS FOUNDATION  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology  
**This agenda item was approved.**
6. [15-575](#) APPROVE SPECIAL EVENT LIQUOR LICENSE, SUN LAKES BREAKFAST LIONS FOUNDATION  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology  
**This agenda item was approved.**
7. [15-576](#) APPROVE SPECIAL EVENT LIQUOR LICENSE, CITY OF GLENDALE OFFICE OF SPECIAL EVENTS  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology  
**This agenda item was approved.**
8. [15-587](#) APPROVE SPECIAL EVENT LIQUOR LICENSE, FIGHTER COUNTRY PARTNERSHIP  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology  
**This agenda item was approved.**
9. [15-588](#) APPROVE SPECIAL EVENT LIQUOR LICENSE, OLD BREED DETACHMENT-DEPARTMENT OF ARIZONA MARINE CORPS LEAGUE  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology  
**This agenda item was approved.**
10. [15-577](#) APPROVE LIQUOR LICENSE NO. 5-17536, ZAD AL KHAIR  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology  
**This agenda item was approved.**
11. [15-572](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH ACHEN-GARDNER CONSTRUCTION, LLC, AND APPROVE THE EXPENDITURE OF FUNDS FOR THE EMERGENCY REPAIR OF THE WATER LINE LOCATED AT THE INTERSECTION OF 55TH AVENUE AND BETHANY HOME ROAD  
Staff Contact: Craig Johnson, P.E. Director, Water Services  
**This agenda item was approved.**
12. [15-583](#) AUTHORIZATION FOR EXPENDITURE OF FUNDS AND ENTER INTO A RENEWAL CONTRACT WITH ENGLEMAN BERGER, P.C. FOR LEGAL REPRESENTATION IN THE GILA RIVER GENERAL STREAM ADJUDICATION  
Staff Contact: Michael D. Bailey, City Attorney

This agenda item was approved.

13. [15-585](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH EMERGENCY VEHICLE GROUP, INC., (EVG), AND APPROVE THE PURCHASE OF A WHEELED COACH 9170 AMBULANCE UTILIZING A HOUSTON-GALVESTON AREA COUNCIL (H-GAC) COOPERATIVE CONTRACT  
Staff Contact: Chris DeChant, Interim Fire Chief

This agenda item was approved.

14. [15-593](#) AUTHORIZATION TO ENTER INTO AN AMENDMENT TO THE LINKING AGREEMENT FOR A COOPERATIVE PURCHASE OF FURNITURE, PRODUCTS AND SERVICES FROM GOODMAN'S, INC.  
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

15. [15-596](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR A COOPERATIVE PURCHASE OF GASOLINE AND DIESEL FUEL FROM SUPREME OIL COMPANY  
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

16. [15-602](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR A COOPERATIVE PURCHASE OF HYDRAULIC HOSES, FITTINGS, PARTS AND SERVICE WITH BRIDGESTONE HOSEPOWER, LLC  
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

#### CONSENT RESOLUTIONS

17. [15-591](#) AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR ACCEPTANCE OF FEDERAL TRANSIT ADMINISTRATION GRANT AZ-16-X003 FOR TAXI VOUCHER PROGRAM  
Staff Contact: Jack Friedline, Director, Public Works

RESOLUTION NO. 5011 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX (GRANT NO. AZ-16-X003) FOR ACCEPTANCE OF PASS-THROUGH GRANT FUNDING FOR TRANSIT SERVICES.

This agenda item was approved.

18. [15-592](#) AUTHORIZATION TO ENTER INTO CONTRACT CHANGE ORDER NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT NUMBER AZ-57-X013 FOR A PILOT SUPPLEMENTAL TAXI PROGRAM  
Staff Contact: Jack Friedline, Director, Public Works
- RESOLUTION NO. 5012 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ENTERING INTO CHANGE ORDER NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-57-X013 RELATING TO TRANSIT SERVICES.
- This agenda item was approved.**
19. [15-594](#) AUTHORIZATION TO ENTER INTO CONTRACT CHANGE ORDER NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT NUMBER AZ-05-0203 FOR THE DESIGN OF A PARK-AND-RIDE AND TRANSIT CENTER FACILITY  
Staff Contact: Jack Friedline, Director, Public Works
- RESOLUTION NO. 5013 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ENTERING INTO CHANGE ORDER NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-05-0203 RELATING TO TRANSIT SERVICES.
- This agenda item was approved.**
20. [15-595](#) AUTHORIZATION TO ENTER INTO CONTRACT CHANGE ORDER NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT NUMBER AZ-95-X006-01 FOR THE DESIGN OF A PARK-AND-RIDE AND TRANSIT CENTER FACILITY  
Staff Contact: Jack Friedline, Director, Public Works
- RESOLUTION NO. 5014 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ENTERING INTO CHANGE ORDER NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-95-X006-01 RELATING TO TRANSIT SERVICES.
- This agenda item was approved.**
21. [15-600](#) AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC, FOR THE INSTALLATION OF A DISTRIBUTED

ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN  
PUBLIC RIGHT-OF-WAY AT 4840 WEST BUTLER DRIVE

Staff Contact: Jack Friedline, Director, Public Works

RESOLUTION NO. 5015 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT FOR A WIRELESS COMMUNICATIONS SITE IN CITY OF GLENDALE RIGHT-OF-WAY LOCATED AT 4840 WEST BUTLER DRIVE IN GLENDALE, ARIZONA WITH VERIZON WIRELESS.

**This agenda item was approved.**

22. [15-601](#)

AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON  
WIRELESS (VAW), LLC, FOR THE INSTALLATION OF A CELL TOWER  
ANTENNA ON AN ARIZONA PUBLIC SERVICE COMPANY  
TRANSMISSION POLE WITHIN CITY RIGHT-OF-WAY AT 5330 WEST  
UNION HILLS DRIVE

Staff Contact: Jack Friedline, Director, Public Works

RESOLUTION NO. 5016 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT FOR A WIRELESS COMMUNICATIONS SITE IN CITY OF GLENDALE RIGHT-OF-WAY LOCATED AT 5330 WEST UNION HILLS DRIVE IN GLENDALE, ARIZONA WITH VERIZON WIRELESS.

**This agenda item was approved.**

23. [15-579](#)

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL  
AGREEMENT FOR JOINT LEGAL REPRESENTATION IN THE WHITE  
MOUNTAIN APACHE TRIBE WATER SETTLEMENT

Staff Contact: Michael D. Bailey, City Attorney

RESOLUTION NO. 5017 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT AND CONTRACT FOR LEGAL SERVICES WITH THE CITIES OF AVONDALE, CHANDLER, AND SCOTTSDALE RELATING TO JOINT LEGAL REPRESENTATION IN THE SETTLEMENT EFFORTS RELATING TO WATER RIGHTS CLAIMS BY THE WHITE MOUNTAIN APACHE TRIBE.

**This agenda item was approved.**

24. [15-589](#)

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL  
AGREEMENT WITH CITY OF PEORIA FOR THE EXPANSION OF THE  
PYRAMID PEAK WATER TREATMENT PLANT

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

RESOLUTION NO. 5018 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA

COUNTY, ARIZONA, AUTHORIZING THE DIRECTING AND ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PEORIA FOR THE EXPANSION OF THE PYRAMID PEAK WATER TREATMENT FACILITY.

**This agenda item was approved.**

**25. [15-609](#)**

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR COMMUNITY ACTION PROGRAM FUNDING  
Staff Contact: Erik Strunk, Director, Community Services

RESOLUTION NO. 5019 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR COMMUNITY ACTION PROGRAM FUNDING.

**This agenda item was approved.**

**26. [15-605](#)**

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION TO CONTINUE PARTICIPATION IN A TASK FORCE  
Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 5020 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION (DEA) FOR ASSIGNMENT OF TWO GLENDALE POLICE DETECTIVES TO THE PHOENIX DEA TASK FORCE.

**This agenda item was approved.**

Approval of the Consent Agenda

**A motion was made by Sherwood, seconded by Chavira, to approve the recommended actions on Consent Agenda Item Numbers 5 through 16 and Consent Resolutions 17 through 26. The motion carried by the following vote:**

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

**PUBLIC HEARING - LAND DEVELOPMENT ACTIONS**

**27. [15-603](#)**

REZONING (ZON) APPLICATION ZON15-06 (ORDINANCE): GLENDALE 36 - 8348 NORTH 61ST AVENUE (PUBLIC HEARING REQUIRED)  
Staff Contact: Jon M. Froke, AICP, Planning Director

Mr. Jon Froke presented the information regarding the rezoning application. He explained uses of the surrounding area as well as the proposed lot sizes. Mr. Froke said results of rezoning the site from R-2 PRD which is a duplex zoning, to R1-4 PRD which is a single family category will represent a significant density reduction for this particular neighborhood, one that we feel is appropriate. He added that at the neighborhood meeting in May, there was overwhelming support for this project; the neighborhood was excited to see new development in an older established part of the city.

Mr. Froke said staff recommend that the rezoning application be approved subject to the three stipulations as recommended by the planning commission,

Mayor Weiers opened the public hearing.

There being no speakers, the Mayor closed the public hearing.

Ms. Hanna read the ordinance by number and title.

ORDINANCE NO. 2958 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING APPROXIMATELY 36 ACRES OF LAND LOCATED ALONG THE EAST SIDE OF 63RD AVENUE AT THE BUTLER DRIVE ALIGNMENT BETWEEN NORTHERN AND OLIVE AVENUES FROM R-2 PRD (MIXED RESIDENCE, PLANNED RESIDENTIAL DEVELOPMENT) TO R1-4 PRD (SINGLE RESIDENCE, PLANNED RESIDENTIAL DEVELOPMENT); AMENDING THE ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

## LAND DEVELOPMENT ACTIONS

28. [15-590](#) FINAL PLAT (FP) APPLICATION FP14-04 CASITAS AT CHOLLA COVE  
- 11401 NORTH 51ST AVENUE  
Staff Contact: Jon M. Froke, AICP, Planning Director

Mr. Froke presented information regarding Casitas at Cholla Cove. He explained this was the final action needed to approve the development at 51st Avenue and Cholla. He explained the exhibits and advised that the Planning Commission approved the action. He also noted the Planning Commission and City Council recently approved a rezoning of application for the site that placed the R1-4 PRD zoning on the property.

**A motion was made by Councilmember Sherwood, seconded by Vice Mayor**

**Hugh, that this agenda item be approved. The motion carried by the following vote:**

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

## ORDINANCES

**29. [15-597](#) ACCEPTANCE OF RIGHT-OF-WAY ALONG 57TH AVENUE, SOUTH OF UTOPIA ROAD**

**Staff Contact:** Jack Friedline, Director, Public Works

Mr. Jack Friedline presented information regarding the acceptance of the right-of-way along 57th Avenue and south of Utopia. He explained Midwestern University was required to construct street improvements along 57th Avenue, south of Utopia Road, during the construction of their new veterinary clinic. He said the improvements were completed outside the existing right-of-way and the city will need to accept the right-of-way to maintain the roadway. He noted staff recommends accepting this right-of-way and there's no impact on city department staff or service levels and there are no costs incurred.

Ms. Hanna read the Ordinance by number and title.

ORDINANCE NO. 2959 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ACCEPTING A RIGHT-OF-WAY LOCATED AT MIDWESTERN UNIVERSITY, ALONG 57TH AVENUE SOUTH OF UTOPIA ROAD AND DIRECTING THE CITY MANAGER TO EXECUTE AND CITY CLERK TO RECORD THE WARRANTY DEED ACCEPTING THE DEDICATION OF SAID PUBLIC RIGHT-OF-WAY FOR ROADWAY PURPOSES AND A CERTIFIED COPY OF THIS ORDINANCE.

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

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

**30. [15-598](#) ACCEPTANCE OF TWO WATER LINE EASEMENTS AT MIDWESTERN UNIVERSITY**

**Staff Contact:** Jack Friedline, Director, Public Works

Mr. Friedline presented information regarding the acceptance of two water lines at Midwestern University. He explained that the water lines were installed due to new buildings being built and in order for the city to maintain the water lines; they would need to be accepted by the city.

Ms. Hanna read the ordinance by number and title.

ORDINANCE NO. 2960 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA



COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A CONVEYANCE FOR TWO WATER LINE EASEMENTS LOCATED AT MIDWESTERN UNIVERSITY AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

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

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

**31. [15-599](#)**

**ACCEPTANCE OF A WATER LINE EASEMENT AT MIDWESTERN UNIVERSITY**

Staff Contact: Jack Friedline, Director, Public Works

Mr. Friedline said one new public water line was installed to service the new student housing and veterinary class buildings and the second water line was installed to service a new central plant building. He said the new water lines will meet the building's domestic water demands and fire protection requirements of the City Code, and Midwestern University is granting the city two easements for the new water lines to allow the city to access, maintain and repair the new waterlines consistent with City Code. Mr. Friedline noted staff recommends accepting the two new easements, as there is no impact to the city department staff or service levels and there are no costs incurred.

Ms. Hanna read the ordinance by number and title.

ORDINANCE NO. 2961 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ACCEPTING WATER LINES LOCATED AT MIDWESTERN UNIVERSITY, SOUTH OF UTOPIA ROAD AND WEST OF 57TH AVENUE; AND DIRECTING THE CITY MANAGER TO EXECUTE AND CITY CLERK TO RECORD THE CONVEYANCE OF EASEMENT AND A CERTIFIED COPY OF THIS ORDINANCE.

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

**REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION**

**A motion was made by Vice Mayor Hugh, seconded by Councilmember Turner, to hold the next regularly scheduled City Council Workshop on Tuesday, October 6, 2015 at 1:30 p.m in Room B-3 of the City Council Chambers. It was further moved that a Special Workshop Meeting be held on Thursday, October 15, 2015 at 9:30 a.m. in Room B-3 of the City Council Chambers, which will include 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 Chavira, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

**COUNCIL COMMENTS AND SUGGESTIONS**

Councilmember Aldama invited everyone to his next mobile office on October 5, 2015 at the Nueva Vida Church of God located at 7702 N. 59th Lane. He thanked those who attended the transit meeting. He congratulated Channel 11 on the recent Rocky Mountain Emmy Awards nominations. He added that he has been selected to be the Honorary Crossing Guard for Glendale's Walk and Bike to School Day and he will be doing that on Wednesday, October 7 at Landmark Elementary School located at 57th and Myrtle Avenues.

Councilmember Sherwood congratulated the Communications Department and Special Events for their awards from Arizona Talent in Event Concepts. He invited people to attend his district meeting on October 1 beginning at 5:30 at the American Graduate School.

Councilmember Tolmachoff announced to the Cholla residents there would be a meeting hosted by the Planning Department at Arrowhead Country Club at 6 p.m. to discuss the proposed scenic corridor.

Councilmember Turner congratulated the Water Services Department on their recent Cresicordia award for the LID (Low Impact Development) toolkit presented by Arizona Forward. He also thanked Code Enforcement and Channel 11 employees who supported his meeting the previous week.

Mayor Weiers commented that Councilmember Turner had a great turnout at the meeting held the previous week. He reminded everyone about the Stand Up for Veteran's Event planned for September 26 at Glendale Community College from 8 a.m. until 4 p.m.

**ADJOURNMENT**

Mayor Weiers adjourned the meeting at 7:00 p.m.



## Legislation Description

---

**File #:** 15-663, **Version:** 1

---

### **BOARDS, COMMISSIONS & OTHER BODIES**

Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

#### **Purpose and Recommended Action**

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

#### **Aviation Advisory Commission**

Paul Dagostino	Cholla	Appointment	10/13/2015	11/24/2017
Walter Chaney	Barrel	Reappointment	11/24/2015	04/06/2016
Linda Yaeger - Chair	Sahuaro	Appointment	11/24/2015	11/24/2016
Larry Rovey - Vice Chair	Yucca	Appointment	11/24/2015	11/24/2016

#### **Commission on Persons with Disabilities**

Robert Steiger	Sahuaro	Appointment	10/13/2015	02/27/2017
----------------	---------	-------------	------------	------------

#### **Community Development Advisory Committee**

Matthew Verlsuis - Vice Chair	Sahuaro	Appointment	10/13/2015	04/26/2016
-------------------------------	---------	-------------	------------	------------

#### **General Plan Steering Committee**

Emmanuel Allen	Cactus	Appointment	10/13/2015	01/01/2016
----------------	--------	-------------	------------	------------

#### **Glendale Municipal Property Corporation**

Art Dobbelaere	Cholla	Reappointment	12/01/2015	12/01/2016
Donald Knafels	Cactus	Reappointment	12/01/2015	12/01/2016
Leland Peterson	Cactus	Reappointment	12/01/2015	12/01/2016
Roger Schwierjohn	Sahuaro	Reappointment	12/01/2015	12/01/2016
Lelan Peterson - Chair	Cactus	Reappointment	12/01/2015	12/01/2016

#### **Library Advisory Board**

Nikki Gibala (Teen)	Cholla	Appointment	10/13/2015	05/27/2015
---------------------	--------	-------------	------------	------------



## Legislation Description

---

**File #: 15-674, Version: 1**

---

### **RECOGNIZING THE CITY OF GLENDALE AS A RECIPIENT OF THE 2015 SECRETARY OF DEFENSE EMPLOYER SUPPORT FREEDOM AWARD**

Staff Contact: Jessi Pederson, Chief of Staff

Presented and Accepted By: Office of the Mayor

#### **Purpose and Recommended Action**

This is a request for City Council to recognize the City of Glendale as a recipient of the 2015 Secretary of Defense Employer Support Freedom Award. The Freedom Award is the Nation's highest honor given to employers for exceptional support of Guard and Reserve employees and this recognition distinguishes the City of Glendale as an outstanding Employer.

#### **Background**

The Freedom Award was instituted in 1996. In 2015, the Department of Defense (DOD) received more than 2,960 nominations for this award. The City of Glendale was one of 15 employers from across the nation selected to receive the prestigious award.

The City of Glendale was nominated for the Freedom Award by four Glendale employees who are active military. The employees nominated the City of Glendale because of the support given to them and their families during their military service. Glendale currently employs 20 active duty Guard and Reserve members. The city also has a strong reintegration program for returning service members to help them ease back into their civilian roles. The city has instituted a hiring program for veterans specifically for its police and fire departments. Both departments created a Military Support Unit, which provides mentoring to military members preparing for the extensive interview process for public safety jobs.

Glendale has previously been recognized by Employer Support of the Guard and Reserve (ESGR), an office of the Department of Defense (DOD), with five Patriot Awards for supervisors' efforts to support citizen warriors through a wide range of measures. The city also has been awarded two Above and Beyond Awards, for going above and beyond the legal requirements of the Uniformed Services Employment and Reemployment Rights Act by providing its Guard and Reserve employees with additional, non-mandated benefits.

#### **Community Benefit/Public Involvement**

By being recognized with the Nation's highest honor as an employer that values Guard and Reserve employees and their families, the City of Glendale is able to attract talented employees who remain loyal and committed to serving the community. The Freedom Award recognizes the city's commitment to providing a stable work environment where advanced skill sets and institutional knowledge is retained. Maintaining this balance enables the city to provide the high quality of services our citizens deserve.



## Legislation Description

---

**File #:** 15-627, **Version:** 1

---

**APPROVE SPECIAL EVENT LIQUOR LICENSE, CAUSE INC. FOUNDATION**

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

**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 Cause Inc. Foundation, submitted by Valerie Anne Timm. The event will be held in downtown Glendale located at 5812 West Glendale Avenue on Friday, November 13, from 5 p.m. to 8 p.m. and Saturday, November 14, 2015 from 11 a.m. to 8 p.m. The purpose of this special event liquor license is for fundraising at Glendale's Best Street Food Festival.

**Background Summary**

Downtown Glendale is zoned C-2 (General Commercial) and located in the Ocotillo District. Under the provisions of A.R.S. § 4-203.02, it allows for an unlimited number of special event liquor licenses to be issued at locations controlled by the city, therefore, the allowed 12 days per calendar year rule does not apply to this special event liquor license application. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

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

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

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

**APPLICATION FOR SPECIAL EVENT LICENSE**

Fee= \$25.00 per day for 1-10 days (consecutive)

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

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

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

**SECTION 1** Name of Organization: CAUSE INC FOUNDATION

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

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

- Charitable (501.C)  Fraternal (must have regular membership and have been in existence for over five (5) years)  
 Religious  Civic (Rotary, College Scholarship)  Political Party, Ballot Measure or Campaign Committee

**SECTION 4** Will this event be held on a currently licensed premise and within the already approved premises?

Yes  No

Name of Business

License Number

Phone (include Area Code)

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

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

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

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

**SECTION 7** Location of the Event: MURPHY PARK (DOWNTOWN GLENDALE)  
Address of Location: 5812 W GLENDALE, AVE GLENDALE MARICOPA COUNTY / AZ 85301  
Street City County/State Zip

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

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

1. Applicant: TIMM VALERIE ANNE [REDACTED]  
Last First Middle Date of Birth

2. Applicant's mailing address: PO BOX 71764 PHOENIX, AZ 85050  
Street City State Zip

3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: (815) 2937665

4. Applicant's email address: [REDACTED]

**SECTION 10**

- 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.)
- How many special event licenses have been issued to this location this year? 0  
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)
- 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.)
- 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	CAUSE INC FOUNDATION		Percentage	25%
Address	1521 CONCORD PIKE #303	WILMINGTON	DE	19803
	Street	City	State	Zip
Name	BSFF NA, LLC		Percentage	75%
Address	PO BOX 71764	PHOENIX	AZ	85050
	Street	City	State	Zip

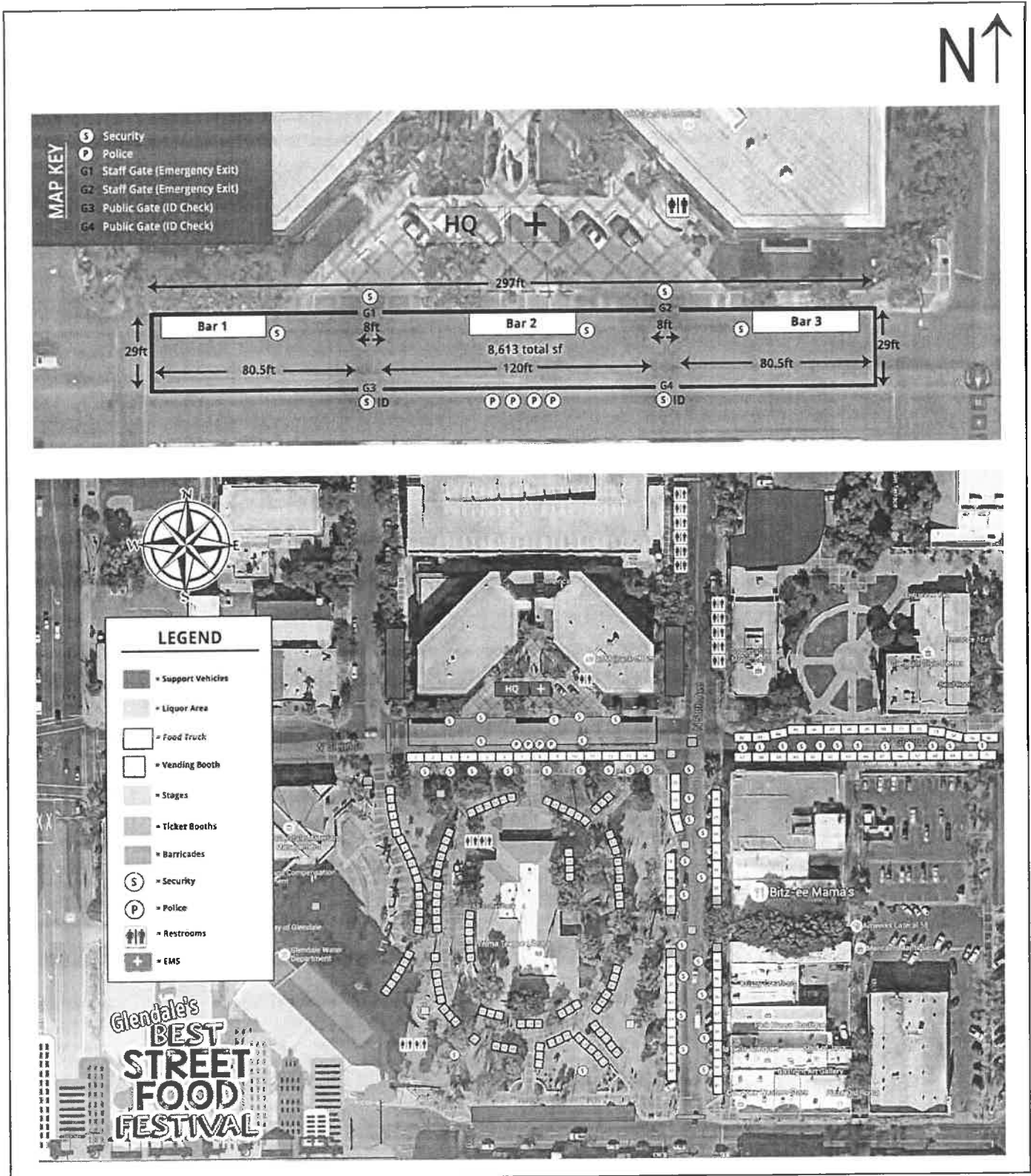
5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.  
**Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**  
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS 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.)  
2 Number of Police 70 Number of Security Personnel  Fencing  Barriers  
 Explanation: WE WILL EMPLOY 70+ STAFF TO OVERSEE ALL LIQUOR AND FOOD AREAS. THEY WILL MAINTAIN PERIMETERS, CHECK IDS, ETC. ALL WILL HAVE RADIOS AT ALL TIMES. WE WILL ALSO HAVE VIDEO SURVEILLANCE THROUGHOUT THE BAR AREAS.

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	11/13/15	FRI	5 p.m.	8 p.m.
DAY 2:	11/14/15	SAT	11 a.m.	8 p.m.
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

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





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

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

x Valerie Timm DIRECTOR OF EVENTS 09-01-2015 815-293-7665  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 2 September 2015  
Day Month Year  
State Arizona County of Maricopa

My Commission Expires on: 8/10/18 Alexis C. Sanchez  
Date Signature of Notary Public

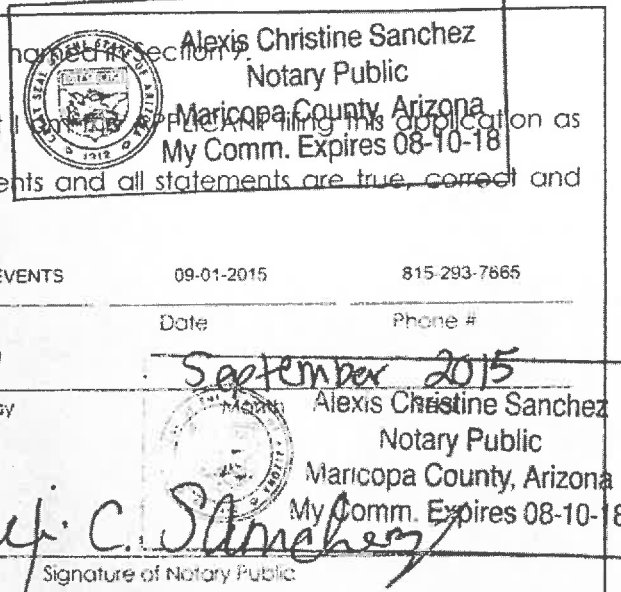
**SECTION 14** This section is to be completed only by the applicant named in Section 9.

I, VALERIE TIMM declare that I am the applicant named in Section 9, and I am applying this application as  
(Print full name)  
listed in Section 9. I have read the application and the contents and all statements are true, correct and  
complete.

x Valerie Timm DIRECTOR OF EVENTS 09-01-2015 815-293-7665  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 2 September 2015  
Day Month Year  
State Arizona County of Maricopa

My Commission Expires on: 8/10/18 Alexis C. Sanchez  
Date Signature of Notary Public



The local governing body may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: [http://www.azliquor.gov/assets/documents/homepage\\_docs/spec\\_event\\_links.pdf](http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf).

**SECTION 15** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(government official) (title)

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

**FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY**

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_



September 01, 2015

BSFF NA, LLC  
17406 N 13 Ave  
Phoenix, AZ 85032

Aspen,

Thank you for your commitment to contribute 25% of your gross liquor sales to our organization from the event, Glendale's Best Street Food Festival, currently scheduled for November 13-14, 2015.

We are extremely excited to be a part of such a fun event, and we will have our representative, Valerie Timm assist you. She will be our local liaison for anything required of us.

Your support of our organization is critical to helping us achieve our mission of connecting charities through innovative programs. On behalf of CIF, and the charities we serve, we thank you.

Your gift to us is tax deductible; however, you should consult with your tax advisor to determine any limitations related to that deduction and your individual tax situation. Once we have the total contribution amount, we will provide you with a receipt for your tax records.

Cause Inc. Foundation is a 501(c)(3) non-profit Delaware corporation. Our taxpayer identification number is 27-4621204.

Thank you again for your support. Together we can make a difference, one event at a time. Attached, you will find our authorization for Valerie to handle our relationship with BSFF NA LLC.

Sincerely,

A handwritten signature in black ink, appearing to read "Marcos Arce", written over a horizontal line.

Marcos Arce  
Executive Director

**Cause Inc. Foundation**  
Phone: (858) 232-3912  
Fax: (866) 871-6893 1521  
Concord Pike #303  
Wilmington, DE 19803

15-174

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 09-09-15

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

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

Application Type: **New License**

Definition: new license

Business Name: **Cause Inc. Foundation**

Business Address: **1521 Concord Pike #303 (Event at Murphy Park)**

### Applicant/s Information

Name: **Timm, Valerie Anne**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 9/9/2014	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft			
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*			
Other criminal			
Total calls for service	0	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.

All proceeds from this Special Event go to Cause Inc. Foundation and BSFF NA, LLC.

Event is scheduled for 11-13-15 (Fri) and 11-14-15 (Sat).

**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>9-9-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>R. S. [Signature]</u>	<u>9-10-15</u>



## Legislation Description

---

**File #:** 15-628, **Version:** 1

---

### **APPROVE SPECIAL EVENT LIQUOR LICENSE, KIWANIS CLUB OF GLENDALE**

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

#### **Purpose and Recommended Action**

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a special event liquor license for the Kiwanis Club of Glendale, submitted by Yvonne J. Knaack. The event will be held at Sahuaro Ranch Park located at 9802 North 59<sup>th</sup> Avenue on Saturday, October 17, 2015, from 6 p.m. to 10 p.m. The purpose of this special event liquor license is for fundraising at the 35<sup>th</sup> Annual Steak Fry.

#### **Background Summary**

Sahuaro Ranch Park is zoned A-1 (Agricultural District) and located in the Barrel District. Under the provisions of § 4-203.02, it allows for an unlimited number of special event liquor licenses to be issued at locations controlled by the city, therefore, the allowed 12 days per calendar year rule does not apply to this special event liquor license application. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

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

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

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

**APPLICATION FOR SPECIAL EVENT LICENSE**

Fee= \$25.00 per day for 1-10 days (consecutive)

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

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

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

**SECTION 1** Name of Organization: Kiwanis Club of Glendale / Glendale Community Welfare Foundation

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

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

- Charitable (501.C)  Fraternal (must have regular membership and have been in existence for over five (5) years)  
 Religious  Civic (Rotary, College Scholarship)  Political Party, Ballot Measure or Campaign Committee

**SECTION 4** Will this event be held on a currently licensed premise and within the already approved premises?

- Yes  No

Name of Business

License Number

Phone (include Area Code)

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

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

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

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

**SECTION 7** Location of the Event: SAHUARO RANCH PARK  
Address of Location: 9802 N. 59th Ave, Glendale, AZ 85302  
Street City County/State Zip

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

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

1. Applicant: KNAACK Yvonne J. [REDACTED]  
Last First Middle Date of Birth

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

3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: (623) 937-3311

4. Applicant's email address: [REDACTED]

**SECTION 10**

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

Yes  No (If yes, attach explanation.)

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

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

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

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

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

Name Kiwanis Club of Glendale Percentage 100%

Address 5525 W. Glendale Ave Ste 101, Glendale, AZ 85301  
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.)

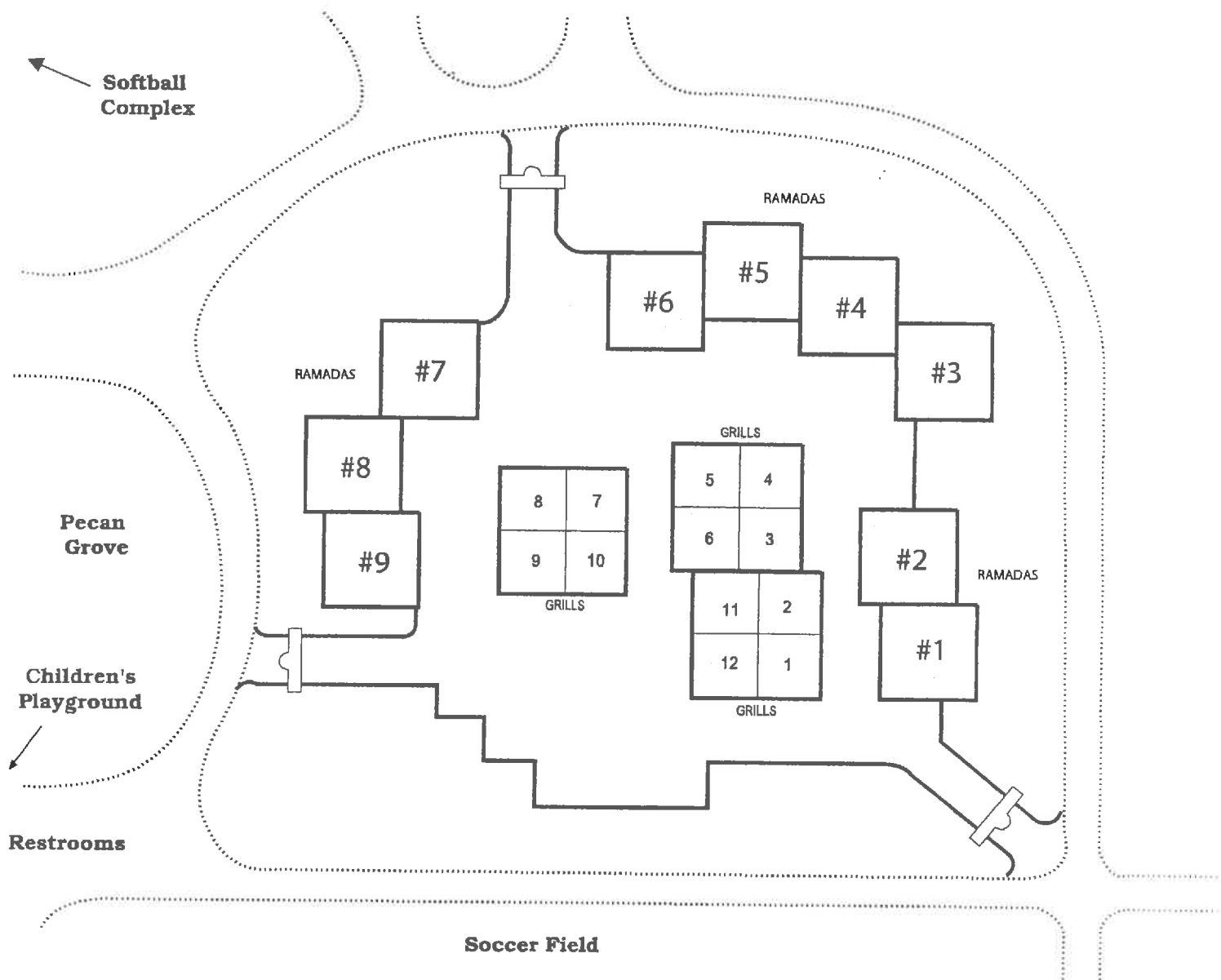
\_\_\_\_\_ Number of Police \_\_\_\_\_ Number of Security Personnel  Fencing  Barriers THE RAMADAS

Explanation: We have our own club members police the event all night - this is our 35th ANNUAL STEAK FRY and we've never had any problems.

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

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>Oct 17, 2015</u>	<u>Sat.</u>	<u>6:00 pm</u>	<u>10:00 pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____



**Sahuaro Ranch Park  
Group Picnic Area**  
9802 N. 59th Ave.  
Glendale, Az 85302

**Parking  
Lot** →



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

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

X Yvonne J. Knaack Secretary 8/31/15 602-319-2010  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 31st August 2015  
Day Month Year  
State Arizona County of Maricopa

My Commission Expires on: March 17, 2018  
Date

Charlotte Louise Coffelt  
Signature of Notary Public  


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

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

X Yvonne J. Knaack SECRETARY 8/31/15 602-319-2010  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 31st August 2015  
Day Month Year  
State Arizona County of Maricopa

My Commission Expires on: March 17, 2018  
Date

Charlotte Louise Coffelt  
Signature of Notary Public  


The local governing body may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: [http://www.azliquor.gov/assets/documents/homepage\\_docs/spec\\_event\\_links.pdf](http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf).

**SECTION 15** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(government official) (title)

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

**FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY**

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

15-168

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 09-09-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **Kiwanis Club of Glendale**

Business Address: **5525 W. Glendale Ave., Ste-101 (Event at Sahuaro Ranch Park 9802 N. 59<sup>th</sup> Ave.)**

### Applicant/s Information

Name: **Knaack, Yvonne J.**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 9/9/2014	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related	2		
Fights / Assaults	4		
Robberies	1		
Burglary / Theft	6		
911 calls			
Trespassing	3		
Accidents			
Fraud / Forgery			
Threats	1		
Criminal damage	3		
Other non-criminal*	67		
Other criminal	1		
<b>Total calls for service</b>	<b>88</b>	<b>N/A</b>	<b>N/A</b>

\* 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>9-9-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>9-10-15</u>



## Legislation Description

---

**File #:** 15-630, **Version:** 1

---

**APPROVE SPECIAL EVENT LIQUOR LICENSES, ARIZONA HAMMERS SOCCER CLUB**

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

**Purpose and Recommended Action**

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of three special event liquor licenses for Arizona Hammers Soccer Club, submitted by Michelle Lynn Widney. These events will be held at the University of Phoenix Stadium located at 1 North Cardinals Drive. The purpose of these special event liquor licenses is for fundraising at the Cardinals football game tailgate events on Sunday, November 22 from 9 a.m. to 5 p.m.; Thursday, December 10 from 2 p.m. to 9:30 p.m.; and Sunday, December 27, 2015 from 10 a.m. to 5:30 p.m.

**Background Summary**

The University of Phoenix Stadium is zoned PAD (Planned Area Development) and located in the Yucca District. If these applications are approved, the total number of days expended at this location will be seven 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 these applications and determined that they meet all technical requirements.

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

FOR DLLC USE ONLY

Event date(s): \_\_\_\_\_

Event time start/end: \_\_\_\_\_

**APPLICATION FOR SPECIAL EVENT LICENSE**  
Fee= \$25.00 per day for 1-10 days (consecutive)  
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

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

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

**SECTION 1** Name of Organization: ARIZONA HAMMERS SOCCER CLUB INC

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

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

- Charitable (501.C)  Fraternal (must have regular membership and have been in existence for over five (5) years)  
 Religious  Civic (Rotary, College Scholarship)  Political Party, Ballot Measure or Campaign Committee

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

\_\_\_\_\_  
Name of Business License Number Phone (include Area Code)

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

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

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

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

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

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

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

1. Applicant: WIDNEY MICHELLE LYNN [REDACTED]  
Last First Middle Date of Birth

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

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

4. Applicant's email address: \_\_\_\_\_

**SECTION 10**

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

2. How many special event licenses have been issued to this location this year? 4  
 (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	ARIZONA HAMMERS SOCCER CLUB INC		Percentage	25%	
Address	PO BOX 1484	LITCHFIELD PARK	AZ	85340	
	Street	City	State	Zip	
Name	ARIZONA CARDINALS FOOTBALL CLUB		Percentage	47%	
Address	8701 S. HARDY DRIVE	TEMPE	AZ	85284	
	Street	City	State	Zip	

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

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

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

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

Number of Police 8 Number of Security Personnel  Fencing  Barriers

Explanation: AREA WILL BE ENCLOSED WITH BARRICADE (DOUBLE MOAT) AREA WILL BE MONITORED BY 8 SECURITY PERSONNEL AND AN ALCOHOL COMPLIANCE TEAM FROM ROJO HOSPITALITY GROUP

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

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

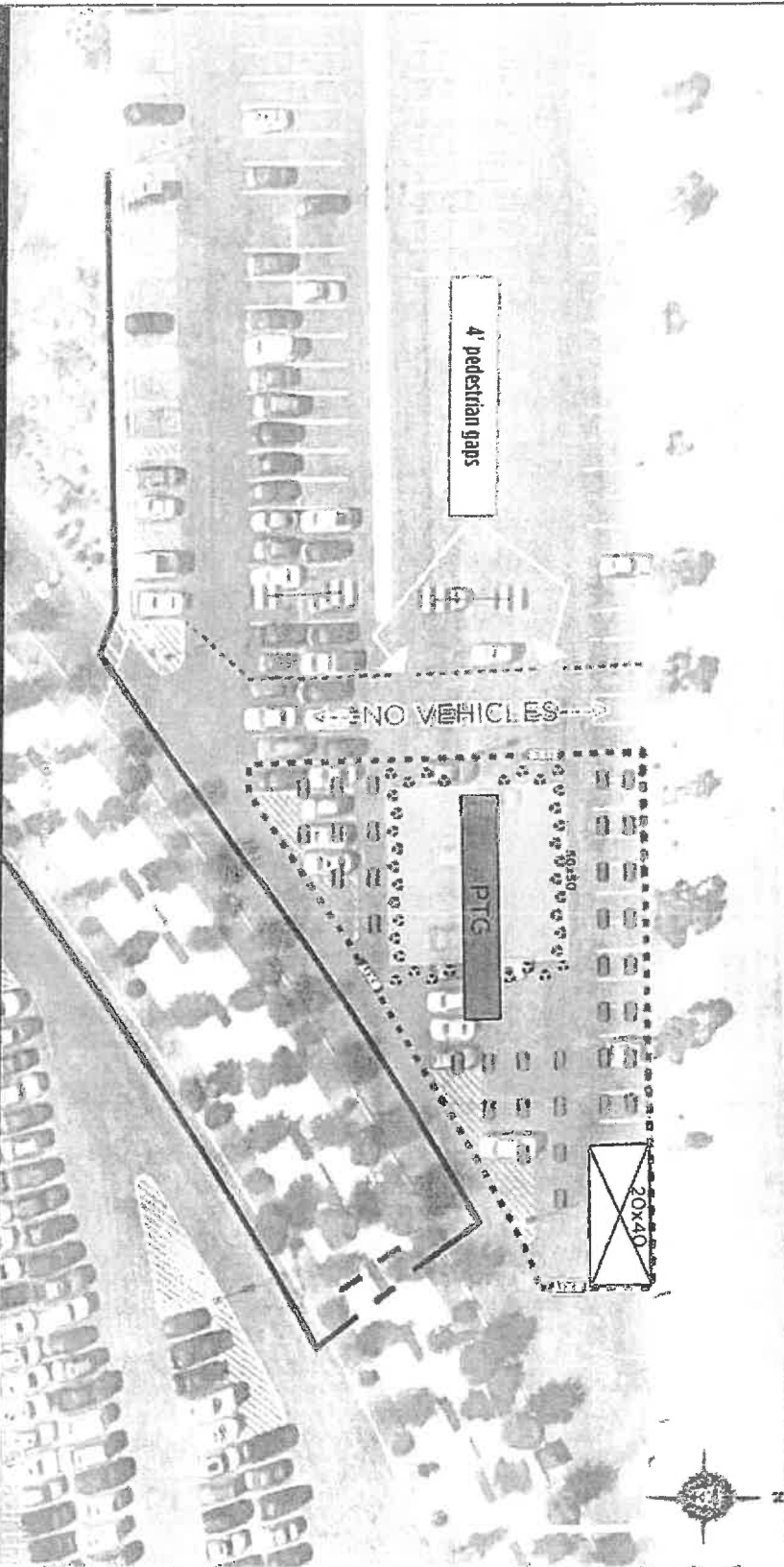
	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>11-22-15</u>	<u>SUNDAY</u>	<u>9 AM</u>	<u>5 PM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

Section 10

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

Name	Rojo Hospitality Group	Percentage	28%
------	------------------------	------------	-----

Address	1 Cardinals Drive	Glendale, AZ 85305
---------	-------------------	--------------------



**LEGEND**

PIG EVENT FENCE	30" COCKTAIL	1	2	3	4
BBQ PERIMETER	PICNIC TABLE	5	6	7	8
PERMANENT FLAG	UMBRELLAS				
COOLTOWER					

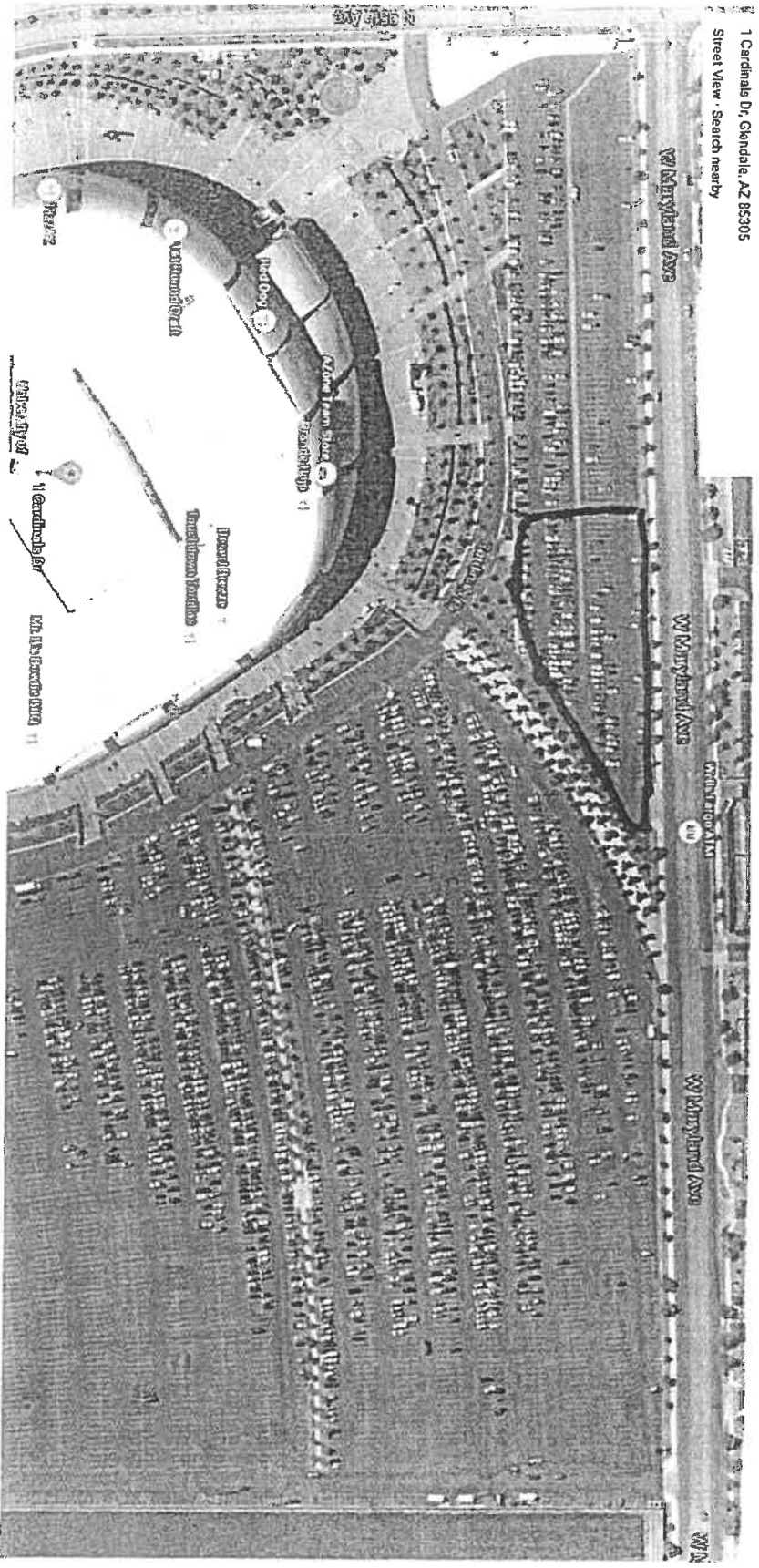
MAP NOT TO SCALE

<b>EVENT NAME</b>	2015 PIG @ NP	<b>LOCATION</b>	NORTH PRETERRED	<b>MUNICIPALITY</b>	Glendale
<b>SPEED LIMIT</b>	N/A	<b>FLOW PATTERN</b>	<input type="checkbox"/> Ingress <input type="checkbox"/> Egress <input checked="" type="checkbox"/> Constant	<b>PAGE</b>	1 of 1
<b>CONTRACTOR</b>	Pride Group, LLC	<b>PREPARED BY</b>	Estada	<b>DATE</b>	5/7/2015
<b>REVIEWED BY</b>		<b>DATE</b>			



480.663.3911 | PrideGroup.us





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

I, Michelle Widney declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON  
(Print full name)


appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event  
 Liquor license

x Michelle Widney Director 9/9/15 (602)803-8033  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 9 Day 9 2015

State Arizona County of Maricopa

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



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

I, Michelle Widney declare that I am the APPLICANT filing this application as  
(Print full name)


listed in Section 9. I have read the application and the contents and all statements are true, correct and  
 complete.

x Michelle Widney Director 9/9/15 (602)803-8033  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 9 Day 9 2015  
Month Year

State Arizona County of Maricopa

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



The local governing body may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: [http://www.azliquor.gov/assets/documents/homepage\\_docs/spec\\_event\\_links.pdf](http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf).

**SECTION 15** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(government official) (Title)

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

**FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY**

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_



ROJO HOSPITALITY GROUP

September 9, 2015

Dear Ms. Widney,

The purpose of this letter is to confirm our agreement to donate 25% of the alcohol sales from the University of Phoenix Stadium North Lot Activation to Arizona Hammers Soccer Club. In return for the donation, AZ Hammers Soccer Club will pay for the license fees, insurance and provide labor for the selling of the alcohol at the event.

This one day event will take place at the University of Phoenix Stadium- North Lot in Glendale, AZ 85305 on November 22, 2015. The hours of operation are as follows:

November 22, 2015                      9:00am-5:00pm

We will reconcile the event ten (10) days after it is concluded and forward the 25% payment to Arizona Hammers Soccer Club.

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

Sincerely,

Mike Stevenson  
AGM  
623.433.7636

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

FOR DLLC USE ONLY  
Event date(s): \_\_\_\_\_  
Event time start/end: \_\_\_\_\_

**APPLICATION FOR SPECIAL EVENT LICENSE**  
Fee= \$25.00 per day for 1-10 days (consecutive)  
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-8852)

**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: ARIZONA HAMMERS SOCCER CLUB INC

**SECTION 2** Non-Profit/IRS Tax Exempt Number: \_\_\_\_\_

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

- Charitable (501.C)  Fraternal (must have regular membership and have been in existence for over five (5) years)  
 Religious  Civic (Rotary, College Scholarship)  Political Party, Ballot Measure or Campaign Committee

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

\_\_\_\_\_  
Name of Business License Number Phone (include Area Code)

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

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

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

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

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

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

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

1. Applicant: WIDNEY MICHELLE LYNN \_\_\_\_\_  
Last First Middle Date of Birth

2. Applicant's mailing address: \_\_\_\_\_  
Street City State Zip

3. Applicant's home/cell phone: \_\_\_\_\_ Applicant's business phone: (\_\_\_\_) \_\_\_\_\_

4. Applicant's email address: \_\_\_\_\_

**SECTION 10**

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

2. How many special event licenses have been issued to this location this year? 05  
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

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

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

Name	<u>ARIZONA HAMMERS SOCCER CLUB INC</u>		Percentage	<u>25%</u>
Address	<u>PO BOX 1484</u>	<u>LITCHFIELD PARK</u>	<u>AZ</u>	<u>85340</u>
	Street	City	State	Zip
Name	<u>ARIZONA CARDINALS FOOTBALL CLUB</u>		Percentage	<u>47%</u>
Address	<u>8761 S. HARDY DRIVE</u>	<u>TEMPE</u>	<u>AZ</u>	<u>85284</u>
	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 8 Number of Security Personnel  Fencing  Barriers

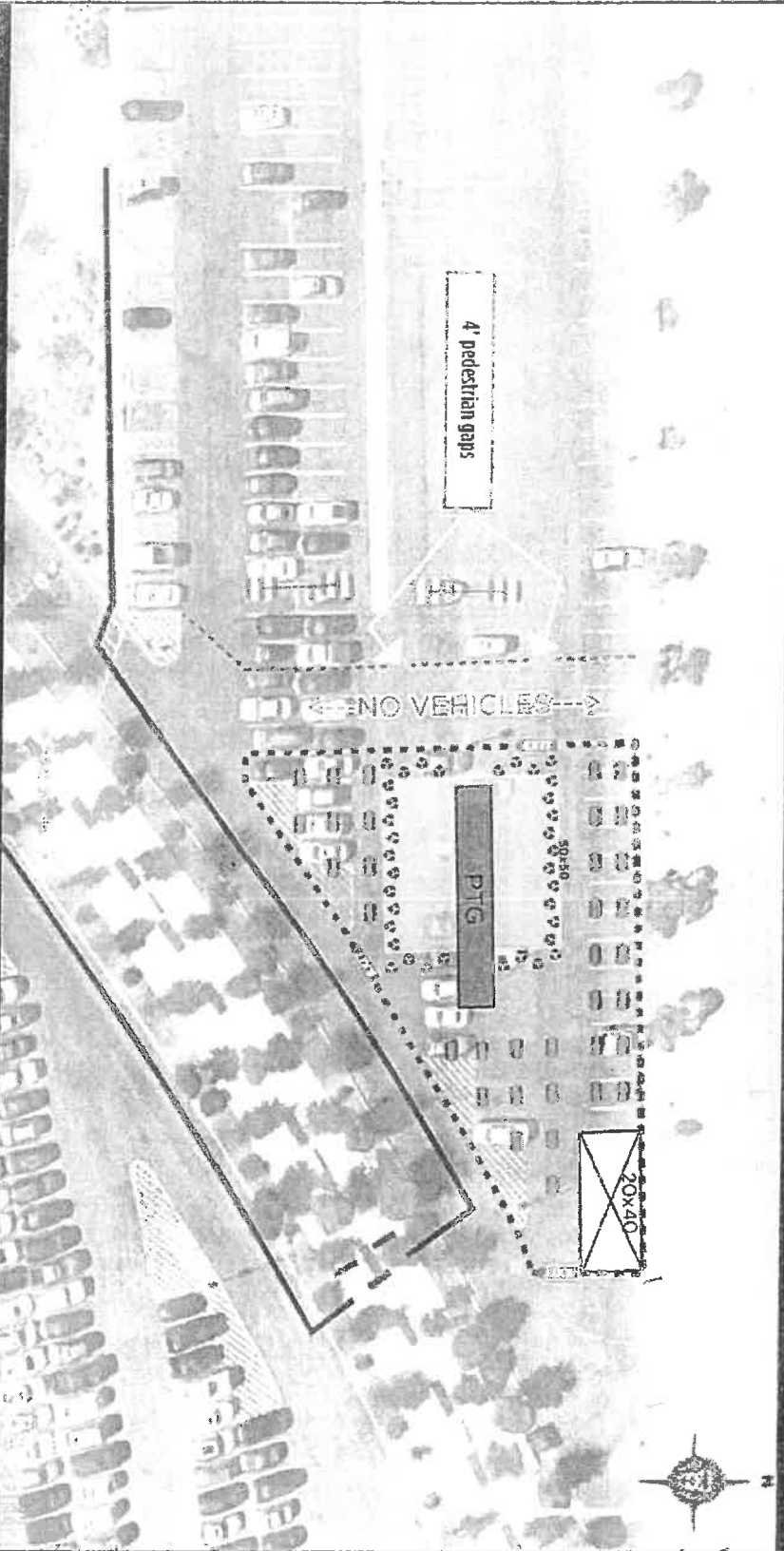
Explanation: AREA WILL BE ENCLOSED WITH BARRICADE (DOUBLE MOAT) AREA WILL BE MONITORED BY 8 SECURITY PERSONNEL AND AN ALCGHOL COMPLIANCE TEAM FROM ROJO HOSPITALITY GROUP

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

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>12-10-15</u>	<u>THURSDAY</u>	<u>2 pm</u>	<u>9:30 pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____





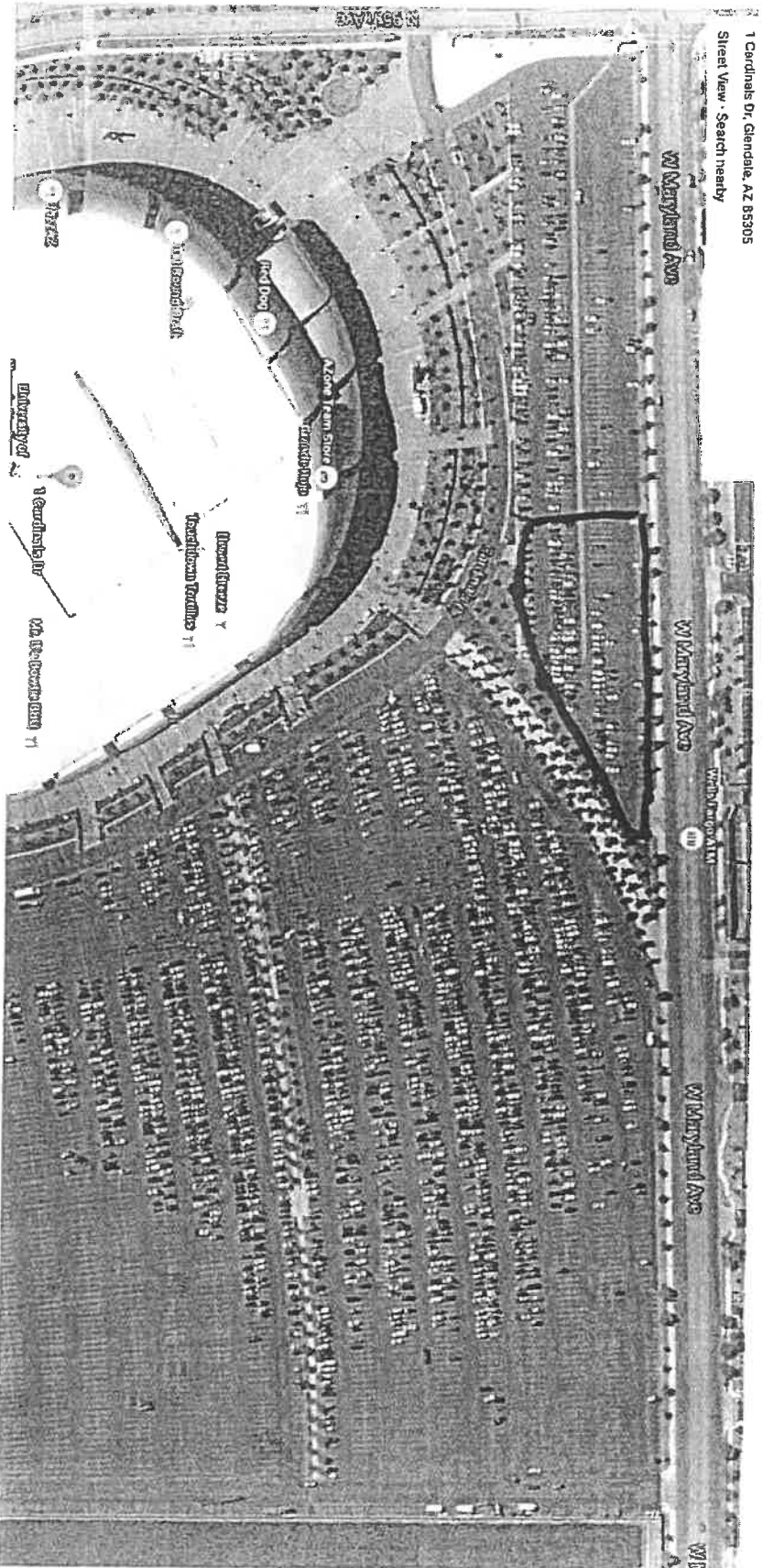
**LEGEND**

PIGEON FEED		30" COCKTAIL	1	2	3	4
BBQ PERIMETER		PINK TABLE	5	6	7	8
PENNANT FLAG		UMBRELLAS				
		COOLTOWER				

MAP NOT TO SCALE

<b>EVENT NAME</b>	2015 PTG @ NP	<b>LOCATION</b>	NORTH PREFERRED	<b>MUNICIPALITY</b>	Glendale
<b>SPEED LIMIT</b>	N/A	<b>FLOW PATTERN</b>	<input type="checkbox"/> Ingress <input type="checkbox"/> Egress <input checked="" type="checkbox"/> Constant	<b>PAGE</b>	1 of 1
<b>CONTRACTOR</b>	Pride Group, LLC	<b>PREPARED BY</b>	Estada	<b>DATE</b>	5/20/15
<b>REVIEWED BY</b>		<b>DATE</b>			







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

I, Michelle Widney declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON  
(Print full name)


appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event Liquor License.

x Michelle Widney Director 9/9/15 (602) 803-8033  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 9 9 2015  
Day Month Year

State Arizona County of Maricopa

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



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

I, Michelle Widney declare that I am the APPLICANT filing this application as  
(Print full name)


listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

x Michelle Widney Director 9/9/15 (602) 803-8033  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 9 9 2015  
Day Month Year

State Arizona County of Maricopa

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



The local governing body may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: [http://www.azliquor.gov/assets/documents/homepage\\_docs/spec\\_event\\_links.pdf](http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf).

**SECTION 15** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(government official) (Title)

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

**FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY**

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_



## ROJO HOSPITALITY GROUP

September 9, 2015

Dear Ms. Widney,

The purpose of this letter is to confirm our agreement to donate 25% of the alcohol sales from the University of Phoenix Stadium North Lot Activation to Arizona Hammers Soccer Club. In return for the donation, AZ Hammers Soccer Club will pay for the license fees, insurance and provide labor for the selling of the alcohol at the event.

This one day event will take place at the University of Phoenix Stadium- North Lot in Glendale, AZ 85305 on December 10, 2015. The hours of operation are as follows:

December 10, 2015                      2:00pm-9:30pm

We will reconcile the event ten (10) days after it is concluded and forward the 25% payment to Arizona Hammers Soccer Club.

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

Sincerely,

Mike Stevenson  
AGM  
623.433.7636

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

FOR DLLC USE ONLY  
Event date(s): \_\_\_\_\_  
Event time start/end: \_\_\_\_\_

**APPLICATION FOR SPECIAL EVENT LICENSE**  
Fee= \$25.00 per day for 1-10 days (consecutive)  
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-8852)

**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: ARIZONA HAMMERS SOCCER CLUB INC

**SECTION 2** Non-Profit/IRS Tax Exempt Number: \_\_\_\_\_

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

- Charitable (501.C)  Fraternal (must have regular membership and have been in existence for over five (5) years)
- Religious  Civic (Rotary, College Scholarship)  Political Party, Ballot Measure or Campaign Committee

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

\_\_\_\_\_  
Name of Business License Number Phone (include Area Code)

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

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

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

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

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

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

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

1. Applicant: WIDNEY MICHELLE LYNN \_\_\_\_\_  
Last First Middle Date of Birth

2. Applicant's mailing address: \_\_\_\_\_  
Street City State Zip

3. Applicant's home/cell phone: \_\_\_\_\_ Applicant's business phone: ( ) \_\_\_\_\_

4. Applicant's email address: \_\_\_\_\_

**SECTION 10**

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

2. How many special event licenses have been issued to this location this year? 6  
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

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

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

Name	<u>ARIZONA HAMMERS SOCCER CLUB INC</u>			Percentage	<u>25%</u>
Address	<u>PO BOX 1484</u>	<u>LITCHFIELD PARK</u>	<u>AZ</u>	<u>85340</u>	
	Street	City	State	Zip	
Name	<u>ARIZONA CARDINALS FOOTBALL CLUB</u>			Percentage	<u>47%</u>
Address	<u>8701 S. HARDY DRIVE</u>	<u>TEMPE</u>	<u>AZ</u>	<u>85284</u>	
	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 8 Number of Security Personnel  Fencing  Barriers

Explanation: AREA WILL BE ENCLOSED WITH BARRICADE (DOUBLE MOAT) AREA WILL BE MONITORED BY 8 SECURITY PERSONNEL AND AN ALCOHOL COMPLIANCE TEAM FROM ROJO HOSPITALITY GROUP

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

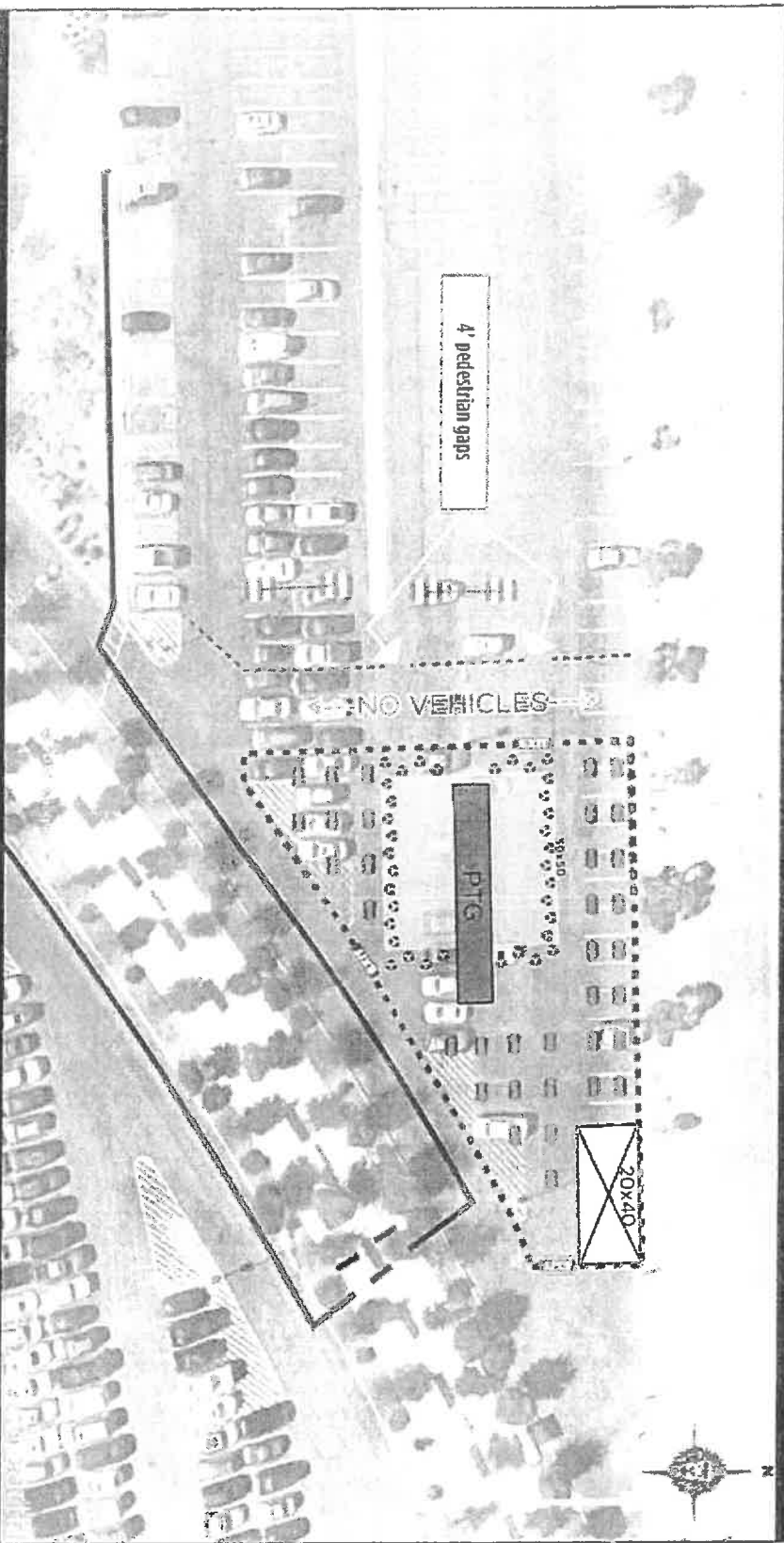
See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>12-27-15</u>	<u>SUNDAY</u>	<u>10 AM</u>	<u>5:30 pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

Section 10

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

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



**LEGEND**

PIG EVENT FENCE	30" COCKTAIL	1	2	3	4
BBQ PERIMETER	PICNIC TABLE	5	6	7	8
PENNANT FLAGS	UMBRELLAS				
	COOLOWER				

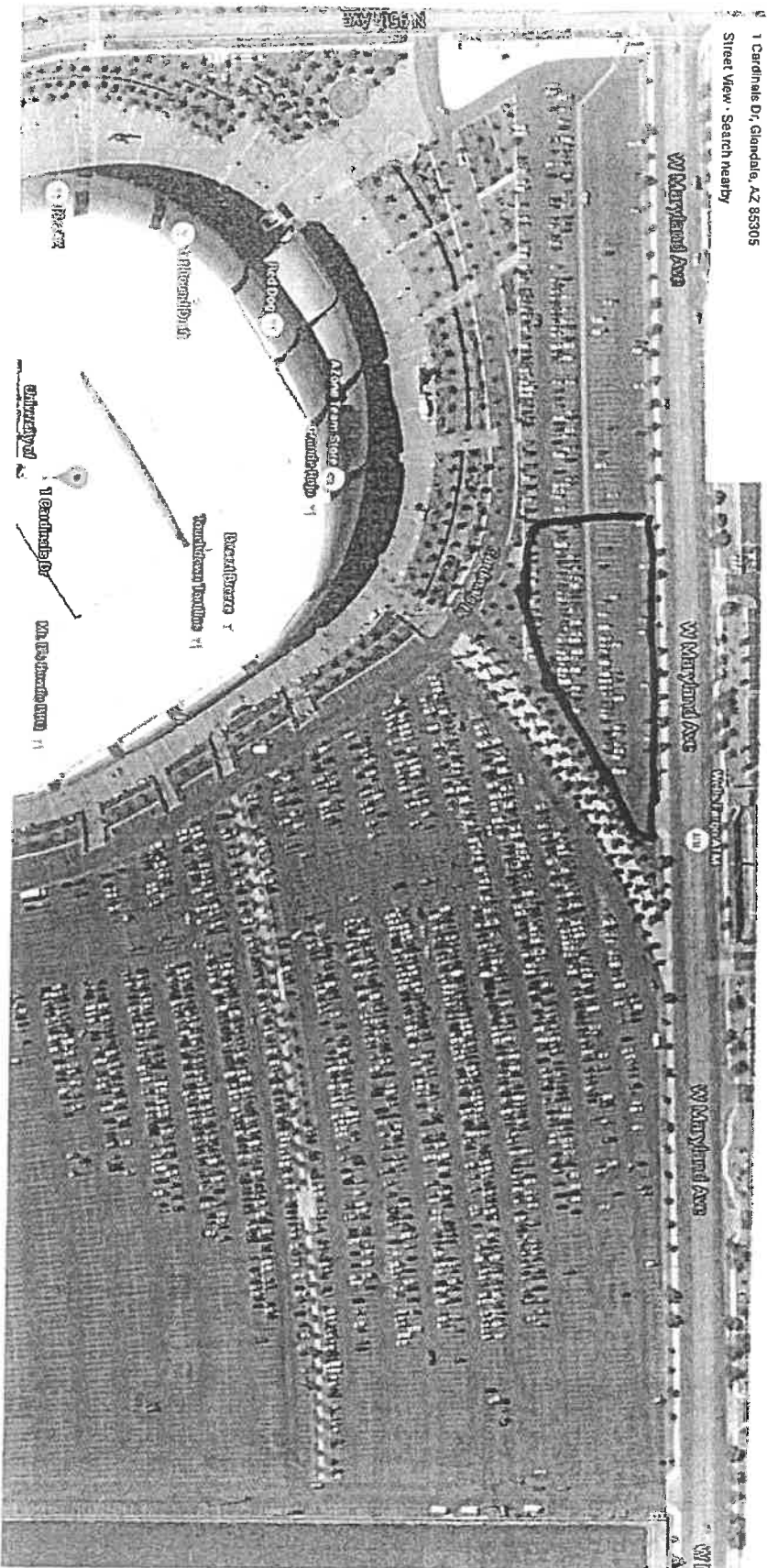
MAP NOT TO SCALE

<b>EVENT NAME</b>		<b>LOCATION</b>		<b>MUNICIPALITY</b>	
2015 PTG @ NP		North Portland		Gresham	
<b>SPEED LIMIT</b>	<b>FLOW PATTERN</b>	<b>PAGE</b>	<b>REV</b>		
N/A	<input type="checkbox"/> Ingress <input type="checkbox"/> Egress <input checked="" type="checkbox"/> Contdant	1 of 1	1.0		
<b>CONTRACTOR</b>	<b>PREPARED BY</b>	<b>DATE</b>			
Pride Group, LLC	Estada	5/20/15			
<b>REVIEWED BY</b>	<b>DATE</b>				



1 Cardinals Dr - Google Maps

<https://www.google.com/maps/place/1+Cardinals+Dr,+Glendale,+AZ+85305/@33.>



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

I, Michelle Widney declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON  
(Print full name)

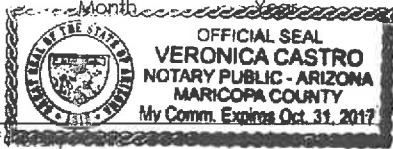
appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event Liquor License.

x Michelle Widney Director 9/9/15 (602) 803-8033  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 9 9 2015  
Day Month Year

State Arizona County of Maricopa

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



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

I, Michelle Widney declare that I am the APPLICANT filing this application as  
(Print full name)


listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

x Michelle Widney Director 9/9/15 (602) 803-8033  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 9 9 2015  
Day Month Year

State Arizona County of Maricopa

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



The local governing body may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: [http://www.azliquor.gov/assets/documents/homepage\\_docs/spec\\_event\\_links.pdf](http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf).

**SECTION 15** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(government official) (title)

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

**FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY**

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_





## ROJO HOSPITALITY GROUP

September 9, 2015

Dear Ms. Widney,

The purpose of this letter is to confirm our agreement to donate 25% of the alcohol sales from the University of Phoenix Stadium North Lot Activation to Arizona Hammers Soccer Club. In return for the donation, AZ Hammers Soccer Club will pay for the license fees, insurance and provide labor for the selling of the alcohol at the event.

This one day event will take place at the University of Phoenix Stadium- North Lot in Glendale, AZ 85305 on December 27, 2015. The hours of operation are as follows:

December 27, 2015                      10:00am-5:30pm

We will reconcile the event ten (10) days after it is concluded and forward the 25% payment to Arizona Hammers Soccer Club.

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

Sincerely,

Mike Stevenson  
AGM  
623.433.7636

15-176

**GLENDALE POLICE DEPARTMENT**  
Liquor Application Worksheet

Date: 09-10-15

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

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

Application Type: **New License**

Definition: New License

Business Name: **Arizona Hammers Soccer Club Inc.**

Business Address: **P.O.Box 1484, Litchfield Park, AZ (Event at 1 Cardinals Drive - Great Lawn)**

**Applicant/s Information**

Name: **Widney, Michelle Lynn**

Name:

Name:

Name:

**Background investigation of applicant/s completed.**

Calls for Service History:	Call history for location beginning: 9/10/2014	Other Suites	New ownership call history beginning:
Liquor Related	3		
Vice Related			
Drug Related	2		
Fights / Assaults	42		
Robberies			
Burglary / Theft	46		
911 calls	4		
Trespassing	15		
Accidents	10		
Fraud / Forgery	31		
Threats			
Criminal damage	9		
Other non-criminal*	66		
Other criminal	17		
<b>Total calls for service</b>	<b>245</b>	<b>N/A</b>	<b>N/A</b>

\* 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:

All proceeds from this event go to the Arizona Hammers Soccer Club Inc., Arizona Cardinals Football Club and Rojo Hospitality Group.

Event is scheduled for 11-22-15 (Sun). Cardinals Home Game Tailgate - North Lot.

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>9-11-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>9-11-15</u>

15-177

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 09-11-15

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

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

Application Type: **New License**

Definition: New License

Business Name: **Arizona Hammers Soccer Club Inc.**

Business Address: **P.O.Box 1484, Litchfield Park, AZ (Event at 1 Cardinals Drive - Great Lawn)**

### Applicant/s Information

Name: **Widney, Michelle Lynn**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 9/10/2014	Other Suites	New ownership call history beginning:
Liquor Related	3		
Vice Related			
Drug Related	2		
Fights / Assaults	42		
Robberies			
Burglary / Theft	46		
911 calls	4		
Trespassing	15		
Accidents	10		
Fraud / Forgery	31		
Threats			
Criminal damage	9		
Other non-criminal*	66		
Other criminal	17		
<b>Total calls for service</b>	<b>245</b>	<b>N/A</b>	<b>N/A</b>

\* 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:

All proceeds from this event go to the Arizona Hammers Soccer Club Inc., Arizona Cardinals Football Club and Rojo Hospitality Group.

Event is scheduled for 12-10-15 (Thu). Cardinals Home Game Tailgate - North Lot.

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>9-11-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>9-11-15</u>

15-178

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 09-11-15

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

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

Application Type: **New License**

Definition: New License

Business Name: **Arizona Hammers Soccer Club Inc.**

Business Address: **P.O.Box 1484, Litchfield Park, AZ (Event at 1 Cardinals Drive - Great Lawn)**

### Applicant/s Information

Name: **Widney, Michelle Lynn**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 9/10/2014	Other Suites	New ownership call history beginning:
Liquor Related	3		
Vice Related			
Drug Related	2		
Fights / Assaults	42		
Robberies			
Burglary / Theft	46		
911 calls	4		
Trespassing	15		
Accidents	10		
Fraud / Forgery	31		
Threats			
Criminal damage	9		
Other non-criminal*	66		
Other criminal	17		
<b>Total calls for service</b>	<b>245</b>	<b>N/A</b>	<b>N/A</b>

\* 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:**

All proceeds from this event go to the Arizona Hammers Soccer Club Inc., Arizona Cardinals Football Club and Rojo Hospitality Group.

Event is scheduled for 12-27-15 (Thu). Cardinals Home Game Tailgate - North Lot.

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>9-11-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>9-11-15</u>



Legislation Description

---

**File #: 15-631, Version: 1**

---

**APPROVE LIQUOR LICENSE NO. 5-17610, PITA KABOB GRILL**

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

**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 Pita Kabob Grill located at 13971 North 59<sup>th</sup> Avenue. The Arizona Department of Liquor Licenses and Control application (No. 1207A358) was submitted by Saba Mikhael.

**Background Summary**

The location of the establishment is in the Sahuaro District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 14,903. This series 12 is a new license to this location, 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.

<b>Series</b>	<b>Type</b>	<b>Quantity</b>
06	Bar - All Liquor	3
07	Bar - Beer and Wine	4
09	Liquor Store - All Liquor	2
10	Liquor Store - Beer and Wine	3
12	Restaurant	<u>7</u>
	<b>Total</b>	<b>19</b>

Pursuant to A.R.S. § 4-203(A), when considering this new, non-transferable series 12 license, Council may take into consideration the location, as well as 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, August 26 thru September 15, 2015.





**BUSINESS NAME:** Pita Kabob Grill

**LOCATION:** 13971 N. 59th Ave.

**APPLICANT:** Saba Mikhael

**ZONING:** C-2

**APPLICATION NO:** 5-17610

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



15-160

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 09-03-15

License Type: **Series 12 Restaurant**

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

Application Type: **New License**

Definition: New license

Business Name: **Pita Kabob Grill**

Business Address: **13971 N. 59<sup>th</sup> Ave**

### Applicant/s Information

Name: **Mikhael, Saba**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 9/3/2010	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft			
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	2		
<b>Total calls for service</b>	<b>2</b>	<b>N/A</b>	<b>N/A</b>

\* 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:**

New License

**Location History:**

No significant Calls for Service history at this location.

**Special Concerns:**

None found

**Background investigation complete:**

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>9-3-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>R. S. Jones</u>	<u>9-2-15</u>



Legislation Description

---

**File #: 15-632, Version: 1**

---

**APPROVE LIQUOR LICENSE NO. 5-13878, FRESH HEALTHY CAFE**

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

**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 Fresh Healthy Cafe located at 9404 West Westgate Boulevard, Suite C-104. The Arizona Department of Liquor Licenses and Control application (No. 1207A350) was submitted by Devinder Kaur Girn.

**Background Summary**

The location of the establishment is in the Yucca District. The property is zoned PAD (Planned Area Development). The population density within a one-mile radius is 4,155. This series 12 is a new license to this location, 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.

<b>Series</b>	<b>Type</b>	<b>Quantity</b>
03	Domestic Microbrewery	1
06	Bar - All Liquor	9
07	Bar - Beer and Wine	4
10	Liquor Store - Beer and Wine	2
11	Hotel/Motel	1
12	Restaurant	<u>14</u>
	<b>Total</b>	<b>31</b>

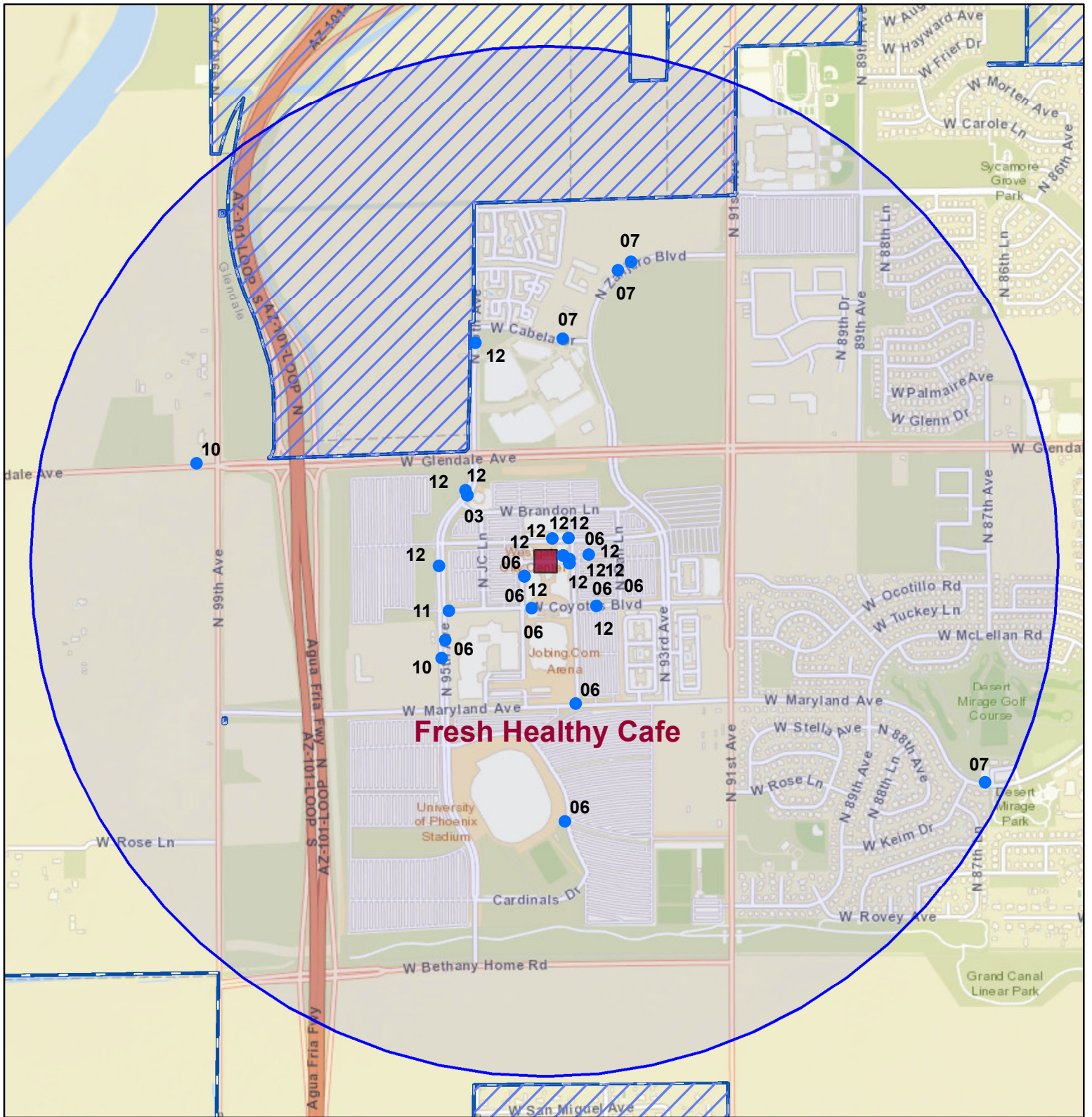
Pursuant to A.R.S. § 4-203(A), when considering this new, non-transferable series 12 license, Council may take into consideration the location, as well as the applicant's capability, qualifications, and reliability.

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, August 14 thru September 3, 2015.





**BUSINESS NAME:** Fresh Healthy Cafe

**LOCATION:** 9404 W. Westgate Blvd. Suite C-104

**APPLICANT:** Devinder Kaur Girm

**ZONING:** PAD

**APPLICATION NO:** 5-13878

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



15-154

# GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 08-18-15

License Type: **Series 12 Restaurant**

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

Application Type: **New License**

Definition: New license

Business Name: **Fresh Healthy Cafe**

Business Address: **9404 W. Westgate Blvd. C-104**

### Applicant/s Information

Name: **Girn, Devinder Kaur**

Name: **Girn, Jagjit Singh**

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 8/18/2010	Other Suites	New ownership call history beginning:
Liquor Related		2	
Vice Related			
Drug Related			
Fights / Assaults		9	
Robberies			
Burglary / Theft		13	
911 calls			
Trespassing		1	
Accidents		1	
Fraud / Forgery		1	
Threats		3	
Criminal damage			
Other non-criminal*		14	
Other criminal		2	
<b>Total calls for service</b>	<b>0</b>	<b>46</b>	<b>N/A</b>

\* 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:

None

### 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>8-19-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>R. S. [Signature]</u>	<u>8-24-15</u>



Legislation Description

---

**File #:** 15-633, **Version:** 1

---

**APPROVE LIQUOR LICENSE NO. 5-14202, BEBE'S SOUTHERN COOKING**

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

**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 Bebe's Southern Cooking located at 5925 West Olive Avenue, Suite 9. The Arizona Department of Liquor Licenses and Control application (No. 1207A364) was submitted by Tameeka Carla Smith.

**Background Summary**

The location of the establishment is in the Barrel District. The property is zoned C-3 (Heavy Commercial). The population density within a one-mile radius is 20,036. This series 12 is a new license to this location, 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.

<b>Series</b>	<b>Type</b>	<b>Quantity</b>
06	Bar - All Liquor	2
09	Liquor Store - All Liquor	4
10	Liquor Store - Beer and Wine	6
12	Restaurant	1
14	Private Club	<u>1</u>
	<b>Total</b>	<b>14</b>

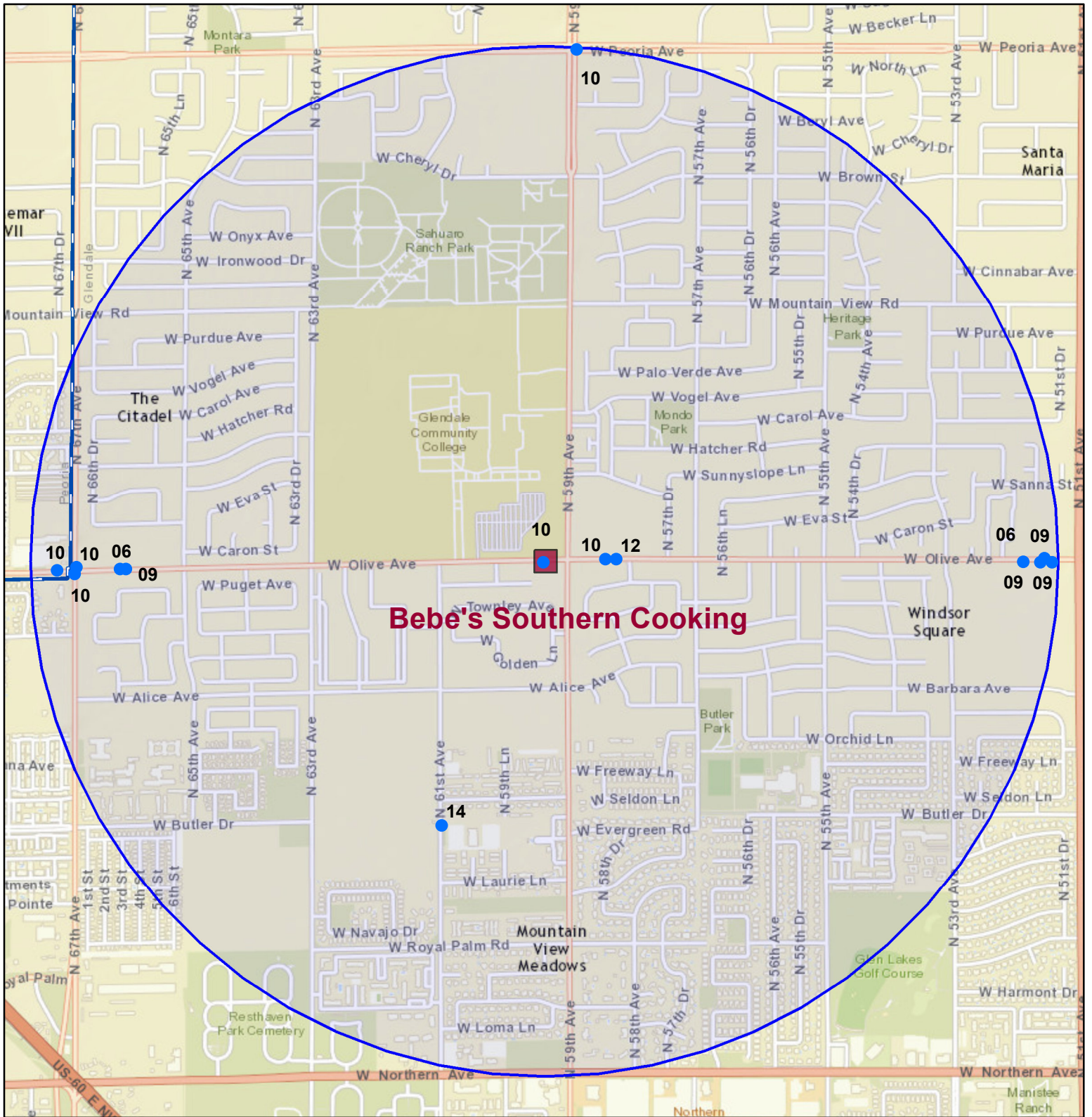
Pursuant to A.R.S. § 4-203(A), when considering this new, non-transferable series 12 license, Council may take into consideration the location, as well as the applicant's capability, qualifications, and reliability.

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, September 3 thru September 23, 2015.





**BUSINESS NAME:** Bebe's Southern Cooking

**LOCATION:** 5925 W. Olive Ave. Suite 9

**APPLICANT:** Tameeka Carla Smith

**ZONING:** C-3

**APPLICATION NO:** 5-14202

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



15-162

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 09-04-15

License Type: **Series 12 Restaurant**

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

Application Type: **New License**

Definition: New license

Business Name: **BeBe's Southern Cooking**

Business Address: **5925 W. Olive Ave., Ste-9**

### Applicant/s Information

Name: **Smith, Tameeka Carla (Agent)**

Name: **Turner, Fairillia**

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 9/4/2010	Other Suites	New ownership call history beginning:
Liquor Related		6	
Vice Related			
Drug Related		6	
Fights / Assaults		13	
Robberies		15	
Burglary / Theft		38	
911 calls		6	
Trespassing	1	22	
Accidents	1	8	
Fraud / Forgery		17	
Threats		4	
Criminal damage		5	
Other non-criminal*		103	
Other criminal		7	
<b>Total calls for service</b>	<b>2</b>	<b>250</b>	<b>N/A</b>

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

**GLENDAL POLICE DEPARTMENT**  
Liquor Application Worksheet

**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>9-4-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>P. St. J...</u>	<u>9-8-15</u>



Legislation Description

---

**File #:** 15-634, **Version:** 1

---

**APPROVE LIQUOR LICENSE NO. 3-1262, AJ MINIMART**

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

**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 person-to-person, location-to-location transferable series 9 (Liquor Store - All Liquor) license for AJ Minimart located at 5828 West Camelback Road. The Arizona Department of Liquor Licenses and Control application (No. 09070626) was submitted by Assad Yusuf Jaber.

**Background Summary**

The location of the establishment is in the Cactus 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 22,185. This series 9 license will replace the series 10 liquor license currently in use at this location, 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.

<b>Series</b>	<b>Type</b>	<b>Quantity</b>
06	Bar - All Liquor	4
07	Bar - Beer and Wine	3
09	Liquor Store - All Liquor	3
10	Liquor Store - Beer and Wine	7
12	Restaurant	3
14	Private Club	<u>1</u>
	<b>Total</b>	<b>21</b>

Pursuant to A.R.S. § 4-203(A), when considering this person-to-person, location-to-location transferable series 9 license, Council may take into consideration the location, as well as 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, August 28 thru September 17, 2015.





15-161

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 09-03-15

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: **Person Location Transfer**

Definition: The application process for conveying the ownership of a license from one person to another and moving the license from one premises to another, all within the same county.

Business Name: **AJ Minimart**

Business Address: **5828 W. Camelback RD.**

### Applicant/s Information

Name: **Jaber, Assad Yusuf**

Name: **Jaber, Abeer Nabeeh**

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 9/3/2010	Other Suites	New ownership call history beginning:
Liquor Related	5		
Vice Related			
Drug Related	4		
Fights / Assaults	5		
Robberies	4		
Burglary / Theft	13		
911 calls			
Trespassing	12		
Accidents			
Fraud / Forgery			
Threats	1		
Criminal damage	2		
Other non-criminal*	27		
Other criminal	1		
<b>Total calls for service</b>	<b>74</b>	<b>N/A</b>	<b>N/A</b>

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

**GLENDAL POLICE DEPARTMENT**  
Liquor Application Worksheet

**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:**

Khalil Hussein Amirah (Agent)  
Max Markets 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>9-3-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>9-2-15</u>



Legislation Description

---

**File #: 15-635, Version: 1**

---

**APPROVE LIQUOR LICENSE NO. 5-17589, ONE STOP CONVENIENCE STORE BEER AND WINE**

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

**Purpose and Recommended Action**

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a new, non-transferable series 10 (Liquor Store - Beer and Wine) license for One Stop Convenience Store Beer and Wine located at 4935 West Glendale Avenue, Suite 9. The Arizona Department of Liquor Licenses and Control application (No. 10076692) was submitted by Maria Alicia Garnica.

**Background Summary**

The location of the establishment is in the Ocotillo District and is over 300 feet from any church or school. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 20,991. One Stop Convenience Store Beer and Wine is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

<b>Series</b>	<b>Type</b>	<b>Quantity</b>
06	Bar - All Liquor	1
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	2
10	Liquor Store - Beer and Wine	8
12	Restaurant	7
14	Private Club	<u>2</u>
	<b>Total</b>	<b>21</b>

Pursuant to A.R.S. § 4-203(A), when considering this new, non-transferable series 10 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, August 21 thru September 10, 2015.





**BUSINESS NAME:** One Stop Convenience Store Beer and Wine

**LOCATION:** 4935 W. Glendale Ave. Suite 9

**APPLICANT:** Maria Alicia Garnica

**ZONING:** C-2

**APPLICATION NO:** 5-17589

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



15-156

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 09-03-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **One Stop Convenience Store Beer and Wine**

Business Address: **4935 W. Glendale Ave., Suite-9**

### Applicant/s Information

Name: **Garnica, Maria Alicia**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 9/3/2010	Other Suites	New ownership call history beginning: 8/14/2015
Liquor Related		1	
Vice Related			
Drug Related		1	
Fights / Assaults	1	1	
Robberies		3	
Burglary / Theft	5	12	
911 calls	2		
Trespassing		7	
Accidents		1	
Fraud / Forgery			
Threats			
Criminal damage		3	
Other non-criminal*	4	34	
Other criminal		5	
<b>Total calls for service</b>	<b>12</b>	<b>68</b>	<b>0</b>

\* 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:

Herman Louis Jones (Agent)  
DIPS 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>9-3-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>R. S. Jones</u>	<u>9-8-15</u>



Legislation Description

---

**File #:** 15-636, **Version:** 1

---

**APPROVE LIQUOR LICENSE NO. 5-17727, DAVE & BUSTER'S**

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

**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 person-to-person, location-to-location transferable series 6 (Bar - All Liquor) license for Dave & Buster's located at 9460 West Hanna Lane. The Arizona Department of Liquor Licenses and Control application (No. 06070249) was submitted by Clare Hollie Abel.

**Background Summary**

The location of the establishment is in the Yucca District and is over 300 feet from any church or school. The property is zoned PAD (Planned Area Development). The population density within a one-mile radius is 4,204. This series 6 is a new license to this location, 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.

<b>Series</b>	<b>Type</b>	<b>Quantity</b>
03	Domestic Microbrewery	1
06	Bar - All Liquor	9
07	Bar - Beer and Wine	3
10	Liquor Store - Beer and Wine	2
11	Hotel/Motel	1
12	Restaurant	<u>14</u>
	<b>Total</b>	<b>30</b>

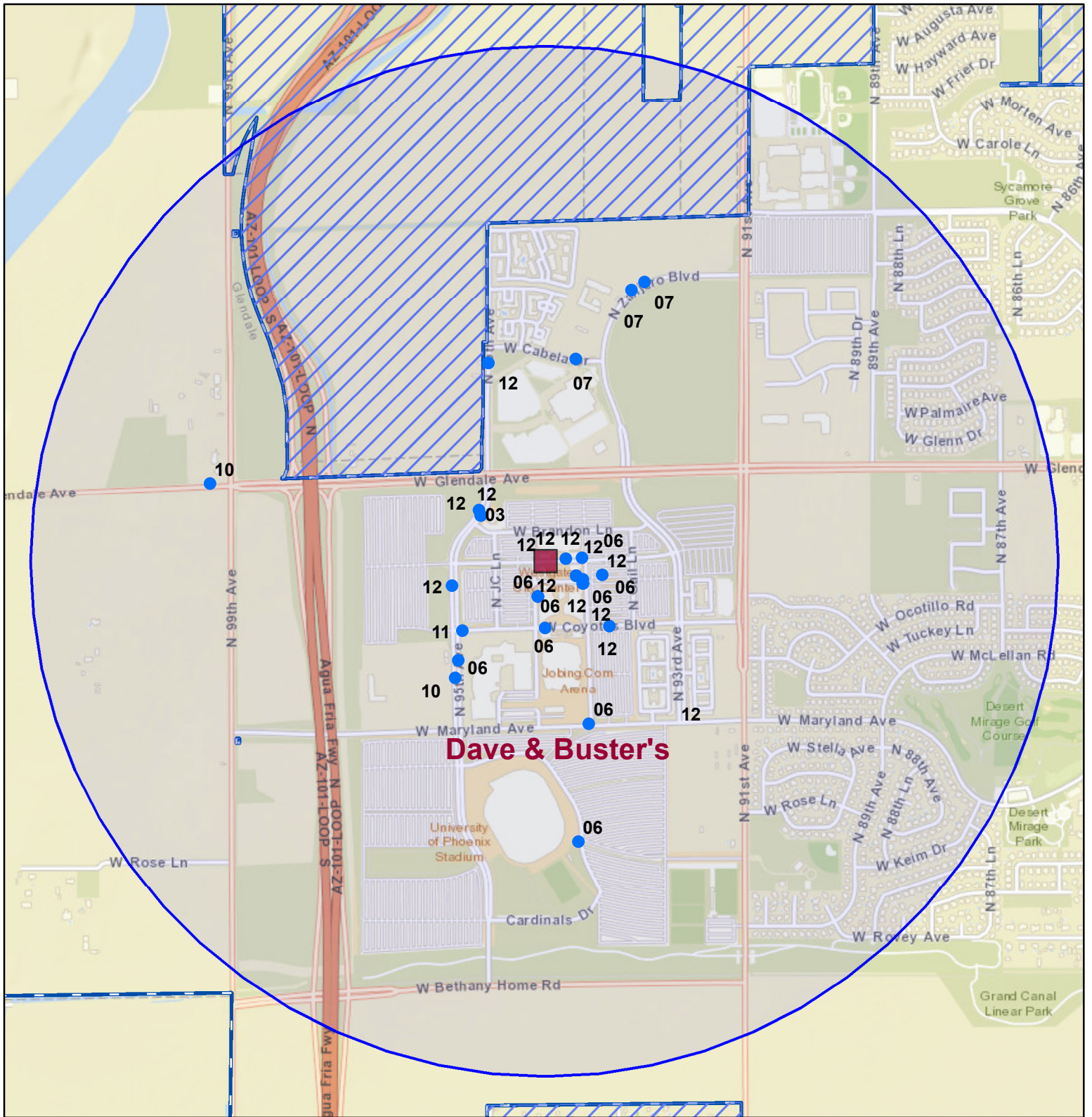
Pursuant to A.R.S. § 4-203(A), when considering this new, person-to-person, location-to-location transferable series 6 license, Council may take into consideration the location, as well as the applicant's capability, qualifications, and reliability.

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, September 11 thru October 1, 2015.





**BUSINESS NAME:** Dave & Buster's

**LOCATION:** 9460 W. Hanna Lane

**APPLICANT:** Clare Hollie Abel

**ZONING:** PAD

**APPLICATION NO:** 5-17727

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



15-179

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 09-11-15

License Type: **Series 6 Bar (All Spiritous Liquor)**

Definition: Allows for the sale of all types of liquor, on-premise consumption and allows the bar to sell packaged goods to go. Delivery service is allowed.

Application Type: **Person Location Transfer**

Definition: The application process for conveying the ownership of a license from one person to another and moving the license from one premises to another, all within the same county.

Business Name: **Dave & Buster's**

Business Address: **9460 W. Hanna LN**

### Applicant/s Information

Name: **Abel Clare Hollie (Agent)**

Name: **Berle, Dolf Augustus**

Name: **King, Stephen Michael**

Name: **Tobin, Jay Lawrence**

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 9/11/2010	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft			
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*			
Other criminal			
<b>Total calls for service</b>	<b>0</b>	<b>N/A</b>	<b>N/A</b>

\* 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:

Eric Michael Atkison (Agent)  
EA Investments LLC. (Owner)

There are no known concerns with the current license holder.

### Location History:

No location history as this is a newly constructed building.

### Special Concerns:

None found

### Background investigation complete:

No significant Calls for Service history at this location.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>9-11-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>9-11-15</u>



## Legislation Description

---

**File #:** 15-645, **Version:** 1

---

**AUTHORIZATION FOR THE EXPENDITURE OF FUNDS TO INFOR PUBLIC SECTOR, INC., FOR THE CITY'S ANNUAL HANSEN MAINTENANCE RENEWAL**

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

**Purpose and Recommended Action**

This is a request for City Council to approve the expenditure of funds to Infor Public Sector, Inc. for the city's annual Hansen software maintenance renewal. Staff recommends Council approve the renewal of the Hansen software service and maintenance from 12/01/2015 through 11/30/2016, in an amount not to exceed \$115,791.95. This amount will cover this year's maintenance renewal, as well as a 20% contingency for any fluctuation in cost due to taxes, fees and additional licenses.

**Background**

On 5/28/2002, Council approved an agreement with Hansen Information Technologies, Inc. as the new development tracking system for the city. Hansen is currently used for permits, code enforcement, and utility asset management. Hansen has since changed its name to Infor Public Sector, Inc.; but is still the copyright owner of the Hansen software and is the only vendor that has the unrestricted ability to access and modify these software products in order to provide fixes, updates, and upgrades. The city's current agreement has an indefinite term and allows Hansen to bill the city separately for service and maintenance. Currently, the city is in the process of creating an RFP to replace a portion of the Hansen software. Renewing the maintenance for one more year will allow city staff the time needed to complete the RFP process and establish a new agreement, while ensuring our current software is being maintained.

**Previous Related Council Action**

Council approved the RFP for Hansen Technologies on 5/28/2002.

Council approved a one year maintenance renewal on 11/24/2014.

**Community Benefit/Public Involvement**

Hansen is a business management software suite used by Water Services, Building Safety, and Code Enforcement. Water Services uses Hansen for inventory management, asset management, and work order management. Building Safety and Code Enforcement utilize Hansen for permit application, permit management and permit review.

**Budget and Financial Impacts**

Annually the Hansen maintenance renewals are budgeted and paid for by Water Services and the Technology



Replacement Fund (TRF).

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$56,743.33</b>	<b>2591-18401-522700, Technology Replacement Fund</b>
<b>\$59,048.62</b>	<b>2360-17120-522700, Water Services</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

# Limited Software License Agreement

Between

City of Glendale, Arizona

and

**Hansen Information Technologies Inc.**

This Limited Software License Agreement (“Agreement”) is made and entered into on 11/24/2002 by the CITY OF GLENDALE, ARIZONA (“Glendale”) located at, 5850 West Glendale Avenue, Glendale, Arizona 85301, and HANSEN INFORMATION TECHNOLOGIES INC. (“Hansen”) located at 2330 Glendale Lane, Sacramento, California 95825. on the following terms and conditions:

Hansen owns the rights and possesses the intellectual property to certain computer software products and related services from which Hansen derives substantial independent economic value; and Hansen desires to supply Glendale with software licensing and related services under the terms and conditions set forth, and;

Glendale, consistent with its Request for Proposal, Solicitation Number RFP 01-06 (“RFP 01-06”), desires to obtain licensing for the use of the defined computer software products and access to related services covered under the Hansen-owned copyrights, trademarks, trade names, patents and intellectual property rights;

Therefore, in consideration of mutual promises set forth, the parties agree as follows:

1. **License Granted.** Hansen grants to Glendale and Glendale agrees to accept on the following terms and conditions a non-exclusive and non-transferable license to use the Software and other associated written materials and documentation (referred to separately and collectively as “the Software”). Said Software, and the costs therefore, are described on the attached Exhibit A, which is incorporated herein and made a part of this Agreement. A separate DynamicPORTAL License/Service Level Agreement must be executed prior to the implementation of the DynamicPORTAL modules.
2. Glendale recognizes that Hansen is and shall continue to be the owner of the Software and that the Software is not rented, loaned, or sold to Glendale. All rights not specifically granted in this Agreement are reserved to Hansen.
3. The license granted under this Agreement authorizes Glendale to use the Software subject to the terms and restrictions set forth in this Agreement. Neither this license Agreement, the license provided for herein, nor the Software may be assigned, sublicensed, or otherwise transferred to any person or entity by Glendale.
4. **Definitions.**
  - a) **Agreement** means this Agreement, together with all appendices, exhibits, schedules, attachments, and addenda as the same may be amended, modified or supplemented.
  - b) **Software** means the computer programs, in object or executable form, which Hansen is licensing to Glendale, and related user documentation and source materials. Products covered by this Agreement include the software described in Exhibits A, attached hereto and made a part hereof, and other associated products and related services as may be included in this Agreement or as part of any future addenda. For the purposes of this Agreement, the term “products” includes any improvements, enhancements, changes, alterations, modifications, or amendments to the products provided by Hansen.
  - c) **Object Code** means a collection of statements making up a Software program, whether in written form or in magnetic or other machine-readable form, and characterized by the fact that, in written form, it consists solely of numbers or other symbols and *is not* intelligible without deciphering or translation.

- d) Source Code means a collection of statements making up a Software program, whether in written form or in magnetic or other machine-readable form, and characterized by the fact that it *is* intelligible in written form.
  - e) Source Materials means a computer program's source code; printed copies (listings) of the source code; all related written materials, comments, and documentation; database schemas, and any and all other materials used by Hansen in the development, maintenance, and support of the products.
  - f) Price Quote means the listing of Hansen products, services and associated prices to be provided under this Agreement, attached to this Agreement as Exhibit A.
  - g) Software Tools means a set of auxiliary programs supplied by Hansen to service, maintain, or otherwise modify the Software.
5. **Term.** The license granted by this Agreement is for perpetuity, unless violated by the licensee or otherwise canceled by Glendale. This Agreement shall automatically terminate without notice if Glendale fails to comply with any material intellectual protective provision of this Agreement. Glendale shall return to Hansen all of the Software, updates, and any whole or partial copies, codes, modifications, and merged portions in any form excepting data upon termination or cancellation of this Agreement. The parties hereby agree that all provisions which operate to protect the rights of Hansen shall remain in force should breach occur, and shall survive the expiration or termination of this Agreement.
6. **Payment.** Payment shall be made by Glendale to Hansen in the amount and for the Software and Services stated on Exhibit A. Payments shall be made as follows:

Software

25 percent of software costs of each module upon placement by Glendale of the order for the module. "Placement of the order" refers to future phases, this Agreement is an order for the modules referred to herein.

50 percent of software costs of each module upon delivery of the module to Glendale.

25 percent of software costs of each module upon final acceptance of each module. Final acceptance will occur upon the satisfaction of the agreed to acceptance criteria or sixty (60) days from the time each module is placed into actual production, whichever occurs first.

Service and Maintenance

Upon placement of the module into production or satisfaction of the acceptance criteria, whichever occurs first.

Professional Services and other items excluding Service and Maintenance

Billed monthly as accrued

Hansen acknowledges that its failure to successfully complete a phase, or any portion of a phase, of the planned implementation of the Software may result in Glendale adjusting payments to reflect Hansen's performance.

Hansen will separately invoice for Software, Professional Services, Service and Maintenance, and Hardware. A finance charge of one and one-half percent (1.5%) per month or the highest amount allowed by law, whichever is less, will be assessed on all payments that are past due. Any amount outstanding for more than sixty (60) days after the date of invoice shall constitute a material breach on the part of Glendale.

Hansen acknowledges that Glendale is exempt from Federal Excise Taxes and all invoicing will be consistent with this understanding. Glendale agrees to provide Hansen with an exemption certificate

upon request.

7. **Cancellation and Termination.**

**Termination for Default.** In the event of Hansen's default, and in addition to its other available remedies, Glendale may provide written notice of the termination of this Agreement. Should Glendale be forced to purchase all or any portion of the deliverables required by this Agreement from another source, it shall recover the excess costs by (1) deduction from an unpaid balance due to Hansen; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law. This clause only applies prior to acceptance or "live" use of the Software.

**Termination at Will.** Glendale shall have the right to terminate this Agreement upon thirty (30) days written notice to Hansen. Glendale will be responsible for reimbursing Hansen for those items that have been delivered. Glendale will reimburse Hansen for actual labor and material costs incurred prior to notice of cancellation. In addition to actual labor and material costs incurred, Glendale will pay to Hansen, except in the event of a breach of the Agreement by Hansen, an additional amount equal to the average profit margin that Hansen is able to show it has received during its prior fiscal year on similar items; but, in no event, shall this additional amount exceed eight percent (8%) of the total actual labor and material costs on all ordered modules. This clause only applies prior to acceptance or "live" use of the Software.

**Fund Appropriation Contingency.** Hansen understands that the continuation of this Agreement after the close of any given fiscal year of Glendale, which ends on June 30, shall be subject to the budget of Glendale providing for the contract item as an expenditure therein. Glendale cannot assure that the budget item for funding this Agreement will be approved in the future, as such assurance would be a legislative and policy determination of the City Council at the time of the adoption of the budget. Should the funding of the Agreement not be approved by City Council, Glendale may terminate this Agreement as of the close of its fiscal year. This clause only applies prior to acceptance or "live" use of the Software.

8. **Rights Upon Termination.** Upon termination of this Agreement, for any reason, Glendale shall return to Hansen the original of the Software, related user documentation, Source Materials and Software Tools, and destroy all copies, except those provided for below, in any form made therefrom whether in whole or in part, including partial copies or modifications. Within thirty (30) days after termination, Glendale shall certify to Hansen that, through its best efforts and to the best of its knowledge, it has complied with the requirements of this paragraph.
9. **Copies.** Glendale shall not copy the Software except as expressly authorized herein; provided that Glendale may make no more than two (2) copies as reasonably necessary for archival and back-up purposes. All trademark, copyright and proprietary rights notices must be faithfully reproduced by Glendale to the extent reasonably possible and included on such authorized copies. Glendale, with Hansen's permission, may copy limited documentation for its internal training, management, and process control purposes. Hansen shall not unreasonably deny permission for limited copying.
10. **Derivative Works and Trade Secrets.** Glendale shall not create, or knowing allow any other person or entity to create, any derivative work or product based on or derived from the Software, data model or documentation or modify any Software, data model, or documentation without the prior written consent of Hansen. In the event of a breach of this provision (and without limiting Hansen's remedies) said modification, derivative work or product based on the Software or documentation is hereby deemed assigned to Hansen. Glendale acknowledges that the Software and related output (including procedures, printed output, screen displays, formats, menus, graphics, audio output, etc.) are trade secrets of, and proprietary to, Hansen. Unless required by law, Glendale agrees *not* to: (i) use any of the Software and related output except in accordance with the terms of this Agreement, or (ii) allow any other person to use, or copy any of the Software and related output. This section shall also protect and be applicable to these trade secrets even if they are modified or changed by Glendale. Glendale shall have no obligation to protect against derivative works or trade secret with respect to any independent contractor or subcontract contracted by Hansen.
11. **Source Code and Reverse Engineering.** This Agreement does not entitle Glendale to any source code, source materials or other confidential information that Hansen elects to withhold. Hansen shall enter into a

“FlexSAFE Escrow Agreement” with DSI Technology Escrow Services (“DSI”). A copy of Exhibit B of that escrow agreement (the Description of Deposit Materials), signed by DSI after deposit of materials into escrow, shall be provided to Glendale. Glendale shall pay the annual fees necessary to maintain the escrow account and Hansen shall assist in securing from DSI a notice of the annual payment due. Glendale will not decompile, disassemble or reverse engineer the Software or create any derivative work based on or derived from the Software, data model, or documentation.

12. **Trademarks, Trade Secrets and Intellectual Property.**

- a) Glendale acknowledges and recognizes that the Software; including, but not limited to Object and Source Codes, and Source Materials, and all associated intellectual property rights are the property of Hansen and that Hansen holds the copyright interests therein, the Programs and Documentation being treated as unpublished works. Glendale also recognizes and acknowledges the trademarks, trade names, copyrights, patents, intellectual property and trade secrets of any proprietary software utilized within or in connection with the Software (e.g. Oracle). Glendale and its employees agree to cooperate in good faith to secure and preserve Hansen’s right and title to the trademarks, trade names, copyrights, patents, intellectual property and trade secrets. Glendale and its employees understand: (1) that Hansen’s trademarks, trade names, copyrights, patents, trade secrets and intellectual property have independent economic value, (2) that the independent economic value derives from the fact that Hansen’s information is not generally known to the public nor known to Hansen’s competitors or others in the public works Software field, (3) that this Agreement to maintain Hansen information secrecy is reasonable, and (4) that they owe a duty to Hansen to maintain and protect secrecy with respect to Glendale’s employees. This provision, however, shall create no duty on the part of Glendale to protect the right and title to the trademarks, trade names, copyrights, patents, intellectual property and trade secrets identified in this agreement from violation by contractors or subcontractors contracted by Hansen.
- b) Except as provided in this paragraph with respect to Public Records Law, Glendale and its employees expressly agree to retain in confidence all information, formula, compilations, programs, methods, techniques, processes, ideas and concepts imparted by Hansen regarding the trade secrets of Hansen, including but not limited to, Hansen’s data element dictionary, data definition language, data model, technical and instructional manuals, documentation, descriptions, computer screens, reports, table codes, forms, schema, flow diagrams, instructions and any other information provided by Hansen to Glendale.
- c) Glendale agrees to limit its use of any knowledge obtained from Hansen to those activities covered under the terms of this Agreement. Specifically, Glendale and its employees are explicitly prohibited from the design, development, or reverse engineering of any product. Glendale also is explicitly prohibited from modifying, changing, customizing, improving, or enhancing Hansen’s products. Furthermore, Glendale understands that any individual characteristic or component supplied by Hansen, each of which, by itself, may be in the public domain, but is contained in the unified Hansen process, design and operation of its products, represents a unique combination and affords a competitive advantage and may be a protectable trade secret, which shall be protected, to the extent it is a trade secret, only to the extent and as outlined in the portion of this paragraph pertaining to Public Records Law.
- d) Hansen’s products are copyrighted by Hansen. Except as provided for herein, Glendale agrees not to remove any copyright notices or confidential or proprietary legends from the Software, incorporated products or Software tools without Hansen’s prior written consent. Except as provided for herein, neither Hansen nor Glendale shall use the other’s trademarks or trade names on products or other materials without the prior written consent of the other.
- e) Glendale shall require that the Hansen Software and associated materials be maintained in a manner so as to reasonably preclude unauthorized persons from having access thereto. Glendale shall use reasonable efforts to assist Hansen in identifying any unauthorized use, copying, or disclosure of any portion of the Hansen Software by any present or former staff member, upon being provided reasonable evidence that such unauthorized disclosure, use, or copying may have occurred.

13. **Public Records Law.** Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, Hansen acknowledges that all software, documents, materials, information, etc., provided to Glendale may be subject to disclosure by laws related to open public records. Consequently, Hansen understands that disclosure of some or all of the items subject to this Agreement may be required. In the event Glendale receives a request for disclosure that is reasonably calculated to incorporate information that might be considered a trade secret of Hansen, Glendale agrees to provide Hansen with notice of that request, which shall be deemed given when deposited by Glendale with the USPS for regular delivery to Hansen's address specified below for notices. Within ten (10) days of Glendale's notice, Hansen will inform Glendale in writing of any objection by Hansen to the disclosure of the requested information. Failure by Hansen to object timely shall be deemed to waive any objection and any remedy against Glendale for disclosure. In the event Hansen objects to disclosure within the time specified, Hansen agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which Hansen does not object thereto. Furthermore Hansen agrees to indemnify and hold harmless Glendale from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending Glendale in any legal action and payment of any penalties or judgments. Hansen expressly agrees that this indemnification covenant is irrevocable and perpetual.
14. **Training.** Hansen shall provide training in the operation and maintenance of the software and equipment at the cost detailed in Exhibit B. Training shall include User and Administrative Manuals in sufficient detail to assist the operator in the majority of instances and shall include a "Train the Trainer" Program that will allow Glendale to conduct future training sessions. Hansen will coordinate with Glendale with respect to the scheduling of training. Hansen understands that training of Glendale employees may be required in more than one session. Training shall be scheduled in a manner that will avoid excessive time between the training sessions and system testing and usage. At time of training, a sufficient quantity of manuals shall be supplied to each student at no additional cost to Glendale. All workbooks/manuals shall be clear and legible. Glendale shall have the right to reproduce any material for internal educational, management, and process control purposes.
15. **Support Services.** Glendale agrees to pay Hansen for annual service and maintenance, if so contracted and not otherwise terminated, in the amount and in the manner stated in the separate Service and Maintenance Agreement. Service and Maintenance is required for the first year of licensed use.
16. **Other Professional Services and Fees.** Hansen maintains a list of standard professional services and fees to facilitate the support and administration of Glendale's work. Prices quoted will be subject to change, with no more than one price change per year. Any cancellation of professional services by Glendale with two weeks notice or less prior to the date scheduled for the services will be subject to a \$250 fee plus any non-refundable travel expense unless the cancellation was caused directly or indirectly by Hansen. Hansen agrees that it shall be fully responsible for making any modifications necessary for legal compliance for a fee during the period in which an active Service and Maintenance Agreement is in effect. If modification is necessary for legal compliance and modification has been made to the Software for another customer, Hansen shall provide that modification to Glendale for only the costs of implementation and a pro rata share of the development cost, if any. In the event of a call for service, Hansen agrees to give Glendale reasonable attention.
17. **Indemnification for Third Party Intellectual Property Claims.** Hansen agrees to and does hereby indemnify, defend and hold harmless from liability Glendale against any and all claims that the Software infringes any rights of third parties in patent, copyright or trade secrets in the United States and any and all actions arising out of such claims. In the event of any such claim or action, Hansen shall have the option to either: 1) modify the Software so as to render it non-infringing so long as it continues to conform to the specifications and warranties herein and to reimburse Glendale for its costs associated with such modification; or 2) procure for Glendale the right to continue using the Software. Any such indemnification under this Section shall be contingent upon Glendale 1) promptly notifying Hansen in writing of any claim or action of which indemnification is sought; and 2) affording to Hansen sole control of the defense or settlement of any such claim or action. Hansen will pay any damages, and legal fees and costs, incurred by Glendale as a result

of a claim, actions, lawsuit, award, or judgment arising out of a claim of infringement of any rights of third parties in patent, copyright or trade secrets in the United States. Hansen expressly agrees that this indemnification covenant is irrevocable.

18. **Limited Warranty – Software.** Hansen warrants that if Software fails to substantially conform to the specifications in the Software documentation, to any other Software specifications in the documentation, or to the representation or to the representations made in the RFP Response and the nonconformity is reported in writing by Glendale to Hansen within one (1) year from "live" date of the Software as calculated from the date of implementation of each module, then Hansen shall, at its option, either correct the nonconformity or offer to terminate this Agreement and refund the licensing fees previously paid by Glendale upon return of all copies of the Software and documentation to Hansen. In the event of such a refund, the license conveyed by this Agreement shall terminate. This Limited Warranty is solely for the benefit of Glendale. The Warranty period shall commence upon placing the Software into production or upon satisfaction of the acceptance criteria, whichever occurs first.
19. **Limitation on Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF HANSEN ARISING FROM OR RELATING TO THIS AGREEMENT, THE SOFTWARE, THE DOCUMENTATION, OR PROFESSIONAL SERVICES (REGARDLESS OF THE FORM OF ACTION OR CLAIM – E.G. CONTRACT, WARRANTY, MALPRACTICE, AND/OR OTHERWISE), IS LIMITED TO THE TOTAL FEES PAID BY GLENDALE UNDER THIS AGREEMENT. HANSEN SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HANSEN IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM. THIS PROVISION DOES NOT APPLY TO INDEMNIFICATION CLAIMS SUBJECT TO PARAGRAPH 17 OR PERSONAL INJURY OR PROPERTY DAMAGE CLAIMS.
20. **Disclaimer of Warranties.** HANSEN MAKES NO WARRANTY, REPRESENTATION OR PROMISE EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. HANSEN DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS STATED HEREIN, HANSEN DOES NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL SATISFY GLENDALE'S REQUIREMENTS OR THAT THE SOFTWARE OR DOCUMENTATION IS WITHOUT DEFECT OR ERROR OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.
21. **Force Majeure.**
  - a) Neither party shall be liable for any costs or damages due to nonperformance under this Agreement arising out of any cause or event not within the reasonable control of such Party and without its fault or negligence.
  - b) Each of the Parties hereto agrees to give notice forthwith to the other upon becoming aware of an event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.
  - c) If a default due to an Event of Force Majeure shall continue for more than three (3) months then the party not in default shall be entitled to terminate this Agreement as a result of an Event of Force Majeure.
22. **Modification, Amendment, Supplement or Waiver.** No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties unless made in writing and duly signed by authorized representatives of both parties. A failure or delay of either party to this Agreement to enforce any of the provisions of this Agreement, to complain of any act or failure to act, to exercise any option herein provided, or to require performance of any of the provisions hereof, shall not be construed as a waiver of such provision of this Agreement. The giving of consent by a party in any one instance shall not

limit or waive the necessity to obtain future consent for the same or other actions. Glendale shall have the right to make changes in any of the following: (a) specifications; (b) methods of shipment; (c) place of delivery; (d) time of delivery; (e) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty days from receipt of the change. Hansen agrees to accept orders only from employees of Glendale that have been expressly and specifically authorized to place orders. Hansen acknowledges that no person other than the City Manager, or his expressed designatee, has the authority to change, amend, or interpret the terms, conditions, or provisions of this Agreement. Hansen, therefore, waives any claim that an employee or agent of Glendale has implied authority to bind Glendale to any agreement.

23. **Liability.** Except for the negligence of the City, its officers, managers, employees, or agents, Hansen shall be liable to the City for any physical damage to City property or for the death of, or personal injury to, City personnel arising out of Hansen's occupancy, maintenance, repair, replacement, installation, and/or any other work performed pursuant to the contract. Hansen agrees to indemnify, defend, and hold harmless Glendale, and its officers, agents and employees, against and from; (1) any and all losses, claims, damages, lawsuits and liabilities for any personal injury, death, or property damage arising out of, or as a consequence of, any work performed pursuant to the contract; (2) any and all expenses related to claims or lawsuits resulting from the above, including court costs and attorney(s) fees; and (3) any and all penalties and damages incurred by reason of Hansen's failure to obtain any required permits or licenses, or to comply with any applicable laws, ordinances, or regulations. Hansen shall also indemnify, defend, and hold harmless Glendale from any claimants supplying labor or materials to the contractor or sub-contractors in the performance of the work required under this contract. Glendale reserves the right to request Hansen to provide written certification that all liens against materials and labor have been satisfied, before Glendale will make payment. Hansen expressly agrees that this indemnification covenant is irrevocable.
24. **Severability.** In the event any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable provision which comes closest to the intention of the parties underlying the illegal, invalid or unenforceable provision.
25. **Relationships of the Parties.** Hansen and Glendale are independent of each other. This Agreement does not create in any manner or for any purpose an employee-employer relationship or a principal-agent relationship between Glendale and Hansen. Neither party is authorized to enter into Agreements for or on behalf of the other, to create any obligation or responsibility, express or implied, for or on behalf of the other, to accept payment of any obligations due or owed the other, or to accept service of process for the other. Under no circumstance or interpretation will this Agreement be construed as a work for hire. Hansen shall not subcontract this Agreement or any portion thereof without the prior written approval of Glendale. Approval of any subcontract arrangement shall not be construed as making Glendale a party to any sub-contract. In no event shall any sub-contract relieve or diminish Hansen's obligations and liabilities under this Agreement. Glendale shall not be deemed an employer of any subcontractors or any employee of a subcontractor. All interaction with sub-contractor and its employees by Glendale will be as though the sub-contractor and its employees were employees and, unless and to the extent of specific limitations, agents of Hansen. Hansen shall ensure that all subcontractors and their employees are covered by all applicable, proper, prudent, and sufficient insurance and shall indemnify and hold harmless Glendale from any and all claims, actions, lawsuits, etc, brought by subcontractor against Glendale, except in the event of Glendale's own negligence. Hansen expressly agrees that this indemnification covenant is irrevocable and perpetual. With respect to sub-contractors, Glendale shall have no obligations whatsoever to Hansen for the protection against the disclosure of trade secrets and confidential information; nor shall Glendale have any obligation to protect Hansen's intellectual property rights, including guarding against derivative works.
26. **Conflict of Interest.** Hansen certifies and warrants that neither Hansen, nor any of its agents, representatives or employees which will participate in any way in the performance of Hansen's obligations hereunder has or will have any conflict of interest, direct or indirect, with Glendale. Both parties acknowledge that no member



of the governing body of Glendale, nor any employee of Glendale who exercises any functions or responsibilities in connection with the carrying out of the provisions of this Agreement, has any personal interest, direct or indirect, in this contract.

27. **Entirety of Agreement.** The contract documents that comprise the entire agreement between Hansen and Glendale are 1) this Agreement; 2) Hansen's response to RFP 01-06 dated October 4, 2001 or best and final offer for modules not specifically addressed in Hansen's response to RFP 01-06; 3) RFP 01-06; 4) the Professional Services Agreement; 5) the Service and Maintenance Agreement. Except as provided herein, the terms and conditions of any and all appendices, exhibits, schedules, and attachments to this Agreement are incorporated herein by this reference and shall constitute part of this Agreement as if fully set forth herein. Article and paragraph headings used herein are for reference purposes only and shall not be deemed a part of this Agreement. Should there be any conflict between contract documents or any provision of the Agreement is deemed vague, the provisions of the other contract documents, in order of precedence listed above, will be used for the purposes of interpretation. These contract Maintenance Agreement, constitute the entire Agreement between the parties and supersedes all previous Agreements including promises and representations, whether written or oral, between the parties with respect to the subject matter hereof. A Professional Services Agreement and a Service and Maintenance Agreement will also be entered into by the Parties.
28. **Compliance with all Laws.** Hansen warrants to Glendale that the Software, all of its other products, its services, its facilities, and its policies and practices, are and shall be in full compliance with all applicable Federal, State and Local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether these are associated with or relate to this Agreement or Hansen's connections with Glendale. Hansen agrees to indemnify and hold harmless Glendale in the event of a breach of this warranty. Hansen expressly agrees that this indemnification covenant is irrevocable. Hansen shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act. Hansen will supply to Glendale all Material Safety Data Sheets (M.S.D.S.) In accordance with Federal requirements, including all M.S.D.S. applicable to hazardous materials Hansen supplies to Glendale or brings onto Glendale property for any length of time.
29. **Attorney's Fees.** In the event of any litigation, arbitration or other proceeding between the parties relating to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and other reasonable costs incurred in connection therewith and in pursuing collection, appeals, any other relief to which that party may be entitled.
30. **Counterparts/Facsimiles.** This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which shall together constitute one and the same instrument. The parties agree that transmission to the other party of this Agreement with facsimile signatures shall suffice to bind the party transmitting same in the same manner as if this Agreement with such party's original signature had been delivered. Without limiting the foregoing, each party who transmits this Agreement with its facsimile signature covenants to deliver the original thereof to the party as soon as possible thereafter.
31. **Notices.** All notices required by this Agreement shall be in writing and sent via first class mail, overnight deliver, courier, or facsimile (if confirmed by one of the preceding mailing methods) to the following addresses:

**For Hansen:**

Hansen Information Technologies Inc.  
2330 Glendale Lane  
Sacramento, California 95825

**For Glendale:**

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

with copy to:

City Attorney's Office  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

- 32. **Cooperative Use.** Hansen agrees that the terms, pricing, and other substantive provisions of this Agreement may be relied upon and used by other governmental agencies and political subdivisions of the State of Arizona in the formulation of similar agreements with Hansen for the same products that are the subject of this Agreement. Any such reliance or usage by other entities must be in accordance with the charters, statutes, ordinances, rules, and regulations of the respective entity and must be approved by Hansen, approval which shall not be unreasonably withheld. The extension of the terms of this Agreement to the other entities specified above shall be effective for one (1) year from the date of this Agreement.
- 33. **Assignment.** Except as provided for herein with respect to subcontractors, Hansen shall not assign any of the rights, duties, warranties, certifications, or obligations under this Agreement to any other person or entity without the prior written approval of Glendale, approval which Glendale shall have sole discretion to exercise. Should this contract be assigned as provided herein, this contract shall be fully binding upon assignee, including provisions for assignment in the event further assignment is sought. Notwithstanding the above, Hansen may assign this Agreement without Glendale's consent in the event of merger, acquisition or all or substantially all of Hansen's assets, or acquisition of a majority of Hansen's voting shares.
- 34. **Governing Law.** This Agreement shall be construed under the laws of the State of Arizona.
- 35. **Timeliness of Performance.** Time is of the essence in the fulfillment of this Agreement.

The parties, each acting under due and proper authority, have executed this Agreement as of the day, month, and year first above written.

CITY OF GLENDALE, ARIZONA

HANSEN INFORMATION  
TECHNOLOGIES

By Terry Zerkle  
 Name TERRY ZERKLE  
 Title Asst. City Manager  
 Date 6/5/02

By Craig A. Hansen  
 Name CRAIG A. HANSEN  
 Title VICE PRESIDENT  
 Date May 10, 2002

APPROVED AS TO FORM:

Richard H. Flaen  
 Richard H. Flaen  
 City Attorney

ATTEST  
Paula C. [Signature]  
 City Clerk

**City of Glendale, AZ**

**Hansen Version 7series for Construction and Use Permits, Code Enforcement,  
Work Notice, Cashiering and Mobile Solutions  
Windows NT/Oracle 8.x**

<u>Product #</u>	<u>SOFTWARE COSTS</u>	<u>Unit Price</u>	<u># of Seats</u>	<u>Cost</u>
LC-01	Construction & Use Permits	1,500	50	\$75,000
LP-01	Code Enforcement	1,500	15	\$22,500
LWN-01	Work Notice (Tab Editor for Permits, Code and Work Notice only)	1,500	10	\$15,000
CM-01	Cashiering Module	7,500	4	\$30,000
HMS-PI	Mobile Permit Inspections	2,500	13	\$32,500
HMS-PPC	Mobile Work Management (add-on to Permit Inspection)	500	13	\$6,500
DYP	DynamicPORTAL (Customer Service)	10,000	enterprise	\$10,000
OLE	OLE Container	22,500	enterprise	\$22,500
NAG	Nag System	22,500	enterprise	\$22,500

**SOFTWARE SUBTOTAL \$236,500**

	<u>PROFESSIONAL SERVICES &amp; FEES</u>		<u># of Days</u>	
PS-PM	Project Manager** (Total)	1,500	88	\$132,000
	Construction & Use Permits		45	
	Code Enforcement		20	
	DynamicPORTAL		5	
	Cashiering Module		5	
	Mobile Permit Inspections		3	
	Mobile Work Management (add-on module)		3	
	OLE Container		1	
	Nag System		1	
	Work Notice		5	
PS-ICD	IVR Interface Analysis*	6,000	1	\$6,000
PS-DCD	Data Conversion Analysis*	6,000	1	\$6,000
PS-ICD	System Interface Analysis*	6,000	1	\$6,000
PS-ICD	Configuration for Dynamic Portal	10,000	1	\$10,000
PS-01	Onsite Training** (Per Training Day, 12 students max per class)	1,500	44	\$66,000
PS-ICD	HMS Requirements Analysis			\$25,000
PS-PM	Configuration Services for Mobile Solutions***			TBD
PS-01	HMS Training** (Per Training Day, 12 students max per class)	1,500	4	\$6,000
PS-ICT	Software Set-up and Install - HMS			\$9,000
PS-ICT	Installation and Configuration (Current Customer)			City of Glendale will install
EXP	Out of Pocket Expenses			Actuals to be billed as incurred

**PROFESSIONAL SERVICES SUBTOTAL \$266,000**

SMA-CS	<b>HANSEN'S ANNUAL SERVICE AND MAINTENANCE (Total)</b>	<b>\$42,570</b>
	Construction & Use Permits	\$13,500
	Code Enforcement	\$4,050
	Work Notice	\$2,700
	Cashiering Module	\$5,400
	Mobile Permit Inspections	\$5,850
	Mobile Work Management (add-on module)	\$1,170
	DynamicPORTAL	\$1,800
	OLE Container	\$4,050
	Nag System	\$4,050

**QUANTITY DISCOUNT 15% (35,475)**

**TOTAL IMPLEMENTATION COST \$509,595**

**Please see product descriptions on the following page(s).**

*\*Data conversion and system interface analysis costs are based upon the analysis of each data source. Additional conversion and interface costs will be determined after analysis if needed.*

*\*\*Project Management and Training Days are Hansen's best estimate of time required, however should unforeseen issues arise, additional days may be required.*

*\*\*\*Final configuration costs are based on requirements analysis.*

Hansen Authorized Signature \_\_\_\_\_

**April 15, 2002:** Price Quote by **Chris Crupi**

Unless accompanied by an authorized signature above this quote is for **budgetary purposes only**.

If signed, this quotation is **valid for 90 days**.

Past due invoices over 30 days will incur interest charges.



Invoice	Invoice Date	Due Date
P - 3253-US06A	08/17/2015	10/31/2015

# Invoice

**Bill to:** GLENDALE, CITY OF  
 PLANNING DEPARTMENT  
 5850 W. GLENDALE AVE  
 SUITE 210  
 GLENDALE, AZ 85301  
 USA  
 Attn: ~~BILL LUTTRELL~~

**Deliver To:** GLENDALE, CITY OF  
 PLANNING DEPARTMENT  
 5850 W. GLENDALE AVE  
 SUITE 210  
 GLENDALE, AZ 85301  
 USA  
 Attn: License Site

Customer No.	Tax Reg. No.	Customer PO No.	Currency
372299			USD

Description	Location	QTY	Users	Maintenance Begin Date	Maintenance End Date
Hansen 7.x - OLE Container	L2- GLENDALE	1	1	12/01/2015	11/30/2016
Hansen 7.x - Construction & Use Permits	L2- GLENDALE	1	85	12/01/2015	11/30/2016
Hansen 7.x - Code Enforcement	L2- GLENDALE	1	15	12/01/2015	11/30/2016
TAX(Type RE - AZ)					

For renewal questions, please contact Shawwna Wagner, Maintenance Business Manager  
 Phone: +19164745041  
 Email: Shawwna.Wagner@infor.com

**Remit to:**

Infor Public Sector, Inc.  
 4213 Solutions Center  
 Lockbox 774213  
 Chicago, IL 60677-4002  
 USA  
 Cash.Applications@infor.com  
 EFT: Wells Fargo Bank  
 ABA #: 121000248  
 Account #: 4121484505

Please pay invoice by due date to avoid interruptions in support.

Net	Tax	Total:
43,581.67	3,704.44	47,286.11

**Payment Terms:**

See Due Date.

**Special Instructions:**

For questions, please contact at 678-319-8000 or email Infor.Collections@Infor.com

<b>Invoice Total:</b>	USD	47,286.11
-----------------------	-----	-----------

13560 Morris Rd - Ste 4100 Alpharetta, GA 30004 USA  
 678-319-8000 Federal Tax ID. # 94-2913642

Failure to pay renewal fees when due will affect your continued support coverage and will incur additional fees  
 Please refer to <http://www.infor.com/support/reinstatement-policy/> for further details



Invoice	Invoice Date	Due Date
P - 3254-US06A	08/17/2015	10/31/2015

## Invoice

**Bill to:** GLENDALE, CITY OF  
 Water Services Department  
 6210 W Myrtle Ave  
 Glendale, AZ 85308  
 USA  
 Attn: Jacques Brados

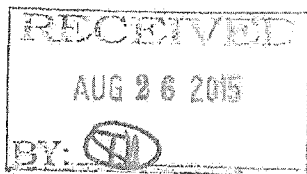
**Deliver To:** City of Glendale  
 Building Safety Department  
 5850 W Glendale Avenue  
 Glendale, AZ 85301  
 USA  
 Attn: License Site

Customer No.	Tax Reg. No.	Customer PO No.	Currency
372299			USD

Maintenance Renewal

Description	Location	QTY	Users	Maintenance Begin Date	Maintenance End Date
Hansen 7 - Basic Inventory Control	L1- Glendale	1	1	12/01/2015	11/30/2016
Hansen 7.x - Spell Checker	L1- Glendale	1	1	12/01/2015	11/30/2016
Hansen 7.x - Sewer - FieldWorks	L1- Glendale	1	1	12/01/2015	11/30/2016
Hansen 7.x - Plant/Fleet	L1- Glendale	1	20	12/01/2015	11/30/2016
Hansen 7.x - Image Processing (System License)	L1- Glendale	1	1	12/01/2015	11/30/2016
Hansen 7.x - Sewer	L1- Glendale	1	18	12/01/2015	11/30/2016
Hansen 7.x - Formula Based TV Insp.	L1- Glendale	1	1	12/01/2015	11/30/2016
Hansen 7.x - Street	L1- Glendale	1	1	12/01/2015	11/30/2016
Hansen 7.x - Water	L1- Glendale	1	20	12/01/2015	11/30/2016
Hansen 7.x - Tab Editor	L1- Glendale	1	1	12/01/2015	11/30/2016
Hansen 7.x - Customer Service - COMBINED	L1- Glendale	1	36	12/01/2015	11/30/2016
Hansen 7.x - Image Display	L1- Glendale	1	1	12/01/2015	11/30/2016
Hansen 7.x - Storm	L1- Glendale	1	10	12/01/2015	11/30/2016
Hansen GEOAdministrator	L1- Glendale	1	1	12/01/2015	11/30/2016
Hansen Integrated Map Viewer	L1- Glendale	1	5	12/01/2015	11/30/2016

TAX(Type RE - AZ)



Carry Forward

0.00



Invoice	Invoice Date	Due Date
P - 3254-US06A	08/17/2015	10/31/2015

# Invoice

Description	Location	QTY	Users	Maintenance Begin Date	Maintenance End Date
-------------	----------	-----	-------	------------------------	----------------------

For renewal questions, please contact Shawwna Wagner, Maintenance Business Manager  
 Phone: +19164745041  
 Email: Shawwna.Wagner@infor.com

**Remit to:**

Infor Public Sector, Inc.  
 4213 Solutions Center  
 Lockbox 774213  
 Chicago, IL 60677-4002  
 USA  
 Cash.Applications@infor.com  
 EFT: Wells Fargo Bank  
 ABA #: 121000248  
 Account #: 4121484505

Please pay invoice by due date to avoid interruptions in support.

Net	Tax	Total:
45,308.08	3,899.11	49,207.19

**Payment Terms:**

See Due Date.

**Special Instructions:**

For questions, please contact at 678-319-8000 or email Infor.Collections@infor.com

**Invoice Total:** USD 49,207.19

13560 Morris Rd - Ste 4100 Alpharetta, GA 30004 USA  
 678-319-8000 Federal Tax ID. # 94-2913642



## Legislation Description

---

**File #:** 15-623, **Version:** 1

---

**AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR EMPLOYEE BENEFITS CONSULTING SERVICES WITH THE SEGAL COMPANY, INC., DOING BUSINESS AS SEGAL WATERS CONSULTING**

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

### **Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into a professional services agreement with The Segal Company, Inc., doing business as Segal Waters Consulting, for employee benefits consulting services during FY2015-2016.

### **Background**

The City originally conducted an RFP process in 2012 to secure an employee benefits consultant to conduct the RFP process for our Medical Insurance, Employee Assistance Program and Flexible Spending Account Administration and to provide employee benefits consulting services on an as needed basis. The evaluation committee reviewed the proposals and determined that The Segal Company best matched the needs of the City. Since being awarded that bid, The City has been utilizing the Segal Company for general employee benefits consulting as well as conducting the RFP process for Medical Insurance, Employee Assistance Services and Flexible Spending Account Administration in 2012 and the RFP process for Dental Insurance, Vision Insurance, Life Insurance and Long and Short Term Disability Administration in 2015. For these reasons, the Materials Manager approved utilizing the Segal Company under the Special Procurement methods due to their unique and specialized experience and capabilities.

### **Analysis**

It is critical that we provide quality health care benefits to our employees that not only control the employee's cost but are also fiscally sustainable for the City in the future. As we move forward, the City must determine the best strategy for health care cost containment. The Segal Company has in depth knowledge of our benefit plans due to having previously provided employee benefit consulting services and conducting the RFP processes in 2012 and 2015. They can provide the necessary expertise in assisting the City with financial analysis and multi-year strategic planning, strategic analysis of medical and pharmacy plan design changes, modeling contribution strategies for active employees and retirees, and providing guidance to remain in compliance with the Patient Protection and Affordable Care Act. The employee benefit consulting services provided by The Segal Company will allow us to monitor the performance of our health care plan, develop a strategic plan for the future and ultimately assist in controlling costs.

### **Community Benefit/Public Involvement**

Providing quality healthcare benefits to employees will assist in attracting and retaining a highly skilled and qualified workforce to insure quality services for the betterment of our community.

**Budget and Financial Impacts**

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$47,000</b>	<b>2580-18210-518200, Professional &amp; Contractual (Benefits Trust Fund)</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



**PROFESSIONAL SERVICES AGREEMENT  
WITH SEGAL CONSULTING**

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and The Segal Company (Western States) Inc., a Maryland corporation, d/b/a Segal Waters (hereinafter "Segal Waters") authorized to conduct business in the State of Arizona, ("Consultant") as of the \_\_\_ day of \_\_\_\_\_, 2015 ("Effective Date").

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds Project (the "Project") that is more fully set forth in the Scope of Work ("Scope") attached as Exhibit A;
- 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 Scope of Work;
- 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 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.
      - (2) 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.
    - 3.4 **City Non-Discrimination Policy.** Contractor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
    - 3.5 **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.
    - 3.6 **Work Product.**
      - a. Ownership. Except to the extent they contain Consultant's proprietary software or trade secrets as defined in Arizona Trade Secrets Act, A.R.S. §44-401 et seq., all documents, data,

and other tangible materials authored or prepared and delivered by Consultant to the City under the terms of this Agreement (collectively, the "Deliverables") are the sole and exclusive property of the City. To the extent Consultant's proprietary information or trade secrets are incorporated into such Deliverables, the City shall have a perpetual, non-exclusive, world-wide, royalty free license to use, copy and modify Consultant's proprietary information and trade secrets as part of the Deliverables for their intended purpose.

- b. Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Deliverable infringes on third-party proprietary interests.
- c. Delivery. Consultant will deliver to City copies of the preliminary and completed Deliverables promptly as they are prepared.
- d. City Use.
  - (1) City may reuse the Consultant's proprietary information, trade secret or Deliverable at its sole discretion, provided the City uses reasonable means to protect the confidentiality or secrecy of the information or trade secret.
  - (2) In the event the proprietary information, trade secret or Deliverable 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 proprietary information, trade secret or Deliverable.
  - (3) In such case, City will also remove any seal and title block from the proprietary information, trade secret or Deliverable.

3.7 Business Associate Agreement. As more particularly agreed to in Exhibit D, Business Associate Agreement, the parties agree to comply with all requirements of federal law, including the Health Information Portability and Accountability Act of 1996 ("HIPAA"), as amended, and as codified at 45 C.F.R. Parts 160 and 164, to protect the privacy and personal health and financial information of any third party, including employees or former employees of the City. Exhibit D is specifically incorporate herein by reference and an enforceable part of this Agreement.

#### 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 \$47,000.00 as specifically detailed in Exhibit B ("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 contemplated in Exhibit B, but outside the Scope of Work contained in Exhibit A, may not be performed by the Consultant without prior written authorization from the City and an amendment of this Agreement.
  - 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 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, Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Contractor, its agent(s), representative(s), employee(s) and any subcontractors.
    - 8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:
      - a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01, or an equivalent approved by the City, 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 or an equivalent approved by the City. Consultant shall maintain liability coverage for bodily injury and property damage arising out of the use and/or operation of any owned, hired and non-owned vehicles used in the performance of the scope of work in this Agreement with limits no less than \$1,000,000 per accident.
      - c. **Professional Liability.** Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of \$1,000,000 for each claim and a \$2,000,000 annual aggregate limit.
      - d. **Worker's Compensation:** Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. This limit may be met through a combination of Employers' Liability and Excess liability insurance.
    - 8.2 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:
      - a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.**
      - b. **For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, and**

volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Contractor has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.4 Waiver of Subrogation. Except for Professional Liability as provided in Section 8.1(c), Contractor hereby agrees to waive its rights of subrogation which any insurer may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agent(s) and subcontractor(s).

8.5 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Contractor's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Contractor's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Contractor to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.6 Subcontractors. Contractor shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.7 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Contractor, the Project or the insurer.

## 9. Immigration Law Compliance.

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

9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or employee who performs work under this Agreement to ensure that the Consultant, Subconsultant, or any employee, is compliant with the warranty under this section.

9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not

deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

- 9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. **Notices.**

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

10.2 Representatives.

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

Amy J. Girardo, Vice President  
Segal Consulting  
P. O. Box 63610  
Phoenix, AZ 85082-3610

With a copy to:

Segal Consulting  
Attn: General Counsel  
333 West 34<sup>th</sup> Street  
New York, NY 10001-2402

- 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 Jim Brown  
Human Resources & Risk Management Director  
City of Glendale  
5850 West Glendale Avenue  
Glendale, AZ 85301

and Ms. Connie Schneider  
Materials Management Division  
City of Glendale  
5850 West Glendale Avenue, Suite 317  
Glendale, AZ 85301

With required copy to:

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

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

c. Concurrent Notices.

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

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

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

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

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as Exhibit A, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.



- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
  - c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.
- 12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
13. **Term.** The term of this Agreement commences upon the effective date and terminates on June 30, 2016. There are no renewals of this Agreement.
14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.
15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- |           |                              |
|-----------|------------------------------|
| Exhibit A | Scope of Work                |
| Exhibit B | Compensation                 |
| Exhibit C | Dispute Resolution           |
| Exhibit D | Business Associate Agreement |

(Signatures appear on the following page.)

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

City of Glendale,  
an Arizona municipal corporation

\_\_\_\_\_  
By: Richard A. Bowers  
Its: Acting City Manager

ATTEST:

\_\_\_\_\_  
Pamela Hanna (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

The Segal Company (Western States) Inc.,  
d/b/a Segal Waters Segal Consulting,  
a Maryland corporation,

*Amy J. Girardo*  
\_\_\_\_\_  
By: Amy J. Girardo  
Its: Vice President

EXHIBIT A  
SCOPE OF WORK

Contractor agrees to provide general employee benefits consulting services to the City of Glendale on an as-needed basis. Such services may include, but are not limited to, strategic planning, compliance assistance, including assistance on Health Care Reform requirements, and review and assistance in the preparation of Requests for Proposals soliciting benefits providers.

EXHIBIT B  
COMPENSATION

Contractor will provide consulting services described in Exhibit A at an hourly rate of \$320 per hour. Services billed will not exceed \$47,000.00 for the term of this Agreement. Any additional services may not be provided by the Contractor without the parties entering into a mutually agreed upon amendment to this contract. Such amendment shall be entered into in accordance with all applicable terms and conditions of the Agreement including, but not limited to, Section 12.4.

**EXHIBIT C**  
**DISPUTE RESOLUTION**

**1. Disputes.**

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

**2. Arbitration.**

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
  - a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
  - b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
  - 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
  - 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
  - 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.
  4. **Exceptions.**
    - 4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.
    - 4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
    - 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

EXHIBIT D  
BUSINESS ASSOCIATE AGREEMENT

## BUSINESS ASSOCIATE AGREEMENT

**THIS AGREEMENT** ("Agreement") is entered into as of the date set forth below by and between The Segal Group, Inc., the parent of The Segal Company, for itself and on behalf of its operating subsidiaries and affiliates ("Segal") and the City of Glendale, Arizona ("Client").

**WHEREAS** Client is a group health plan or a plan sponsor of one or more group health plans, which group health plan(s) is a Covered Entity as such term is defined in 45 CFR §160.103. For purposes of this Agreement, the term Client refers to the group health plan(s) that is the Covered Entity;

**WHEREAS** Segal provides consulting services to Client in accordance with the underlying services agreement (the "Services Agreement"), and is a Business Associate, as such term is defined in 45 CFR §160.103, of the Client when it conducts such services (the "Services");

**WHEREAS**, to perform the Services, Segal needs to access, use, disclose and maintain Protected Health Information ("PHI"), as such term is defined below; and

**WHEREAS** access to, and use, disclosure and maintenance of, PHI, electronic transmission and storage of PHI, and security of PHI are regulated by the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Segal and Client desire to exchange and treat PHI in compliance with HIPAA and HITECH under the Privacy, Security and Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises contained herein, Client and Segal hereby agree as follows:

### I. Definitions

- A. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean The Segal Group, Inc
- B. Covered Entity "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Client].
- C. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- D. All terms used and not otherwise defined herein shall have the same meaning as in the HIPAA Rules.

### II. Permitted Uses and Disclosures by Segal

- A Segal shall not use or disclose PHI other than as permitted or required by this Agreement and agrees to use and disclose the minimum necessary PHI required.



**B In particular:**

- i Segal may use or disclose PHI as necessary to provide the Services set forth in the Services Agreement
- ii. Segal may use or disclose PHI as Required by Law.
- iii. Segal may not use or disclose PHI in a manner that would violate the Privacy Rule if done by Client, except for the specific uses and disclosures set forth herein at subsections iv, v and vi.
- iv. Segal may use PHI for its proper management and administration or to carry out its legal responsibilities.
- v. Segal may disclose PHI for its proper management and administration or to carry out its legal responsibilities, provided the disclosures are Required by Law, or Segal obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies Segal of any instances of which it is aware in which the confidentiality of the information has been violated;
- vi Segal may use and disclose PHI for purposes of data aggregation services relating to the health care operations of Client.
- vii. Segal may de-identify PHI in accordance with the requirements of 45 CFR §164.514(a)-(c), and may use or disclose the information that has been de-identified.

**III. Obligations and Activities of Segal**

- A Segal shall use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by the Agreement
- B. Segal will report to Client any use or disclosure of PHI not provided for by the Agreement of which it becomes aware.
- C. Segal shall comply with the Security Rule with respect to electronic Protected Health Information ("ePHI") and shall report to Client any Security Incident of which it becomes aware. For purposes of reporting under this Section, the definition of Security Incident shall be limited to the successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- D. Segal shall report to Client, as soon as practicable, but no later than 30 days after discovery, any Breach of Unsecured PHI as required at 45 CFR §164.410. Such notice shall include all available information required, including:

- i. The identity of each Individual whose Unsecured PHI has been or is reasonably believed by Segal to have been accessed, acquired, used or disclosed during the Breach;
  - ii. A brief description of what happened, including the date of the Breach and the date of discovery if known;
  - iii. A description of the type of Unsecured PHI involved in the Breach;
  - iv. The steps Individuals should take to protect themselves from potential harm resulting from the Breach;
  - v. A brief description of the steps Segal is taking to investigate, mitigate harm, and protect against further breaches; and
  - vi. Contact information for follow-up questions
- E. If Segal uses subcontractors in the provision of the Services, Segal shall ensure that subcontractors who create, receive, maintain, or transmit PHI on its behalf agree to equivalent restrictions, conditions, and requirements as contained herein with respect to such information
- F. Segal shall make available to Client PHI in a Designated Record Set as necessary to satisfy Client's obligations under 45 CFR §164.524.
- G. Segal shall make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Client pursuant to 45 CFR §164.526, or take other reasonable measures as necessary to satisfy Client's obligations under 45 CFR §164.526.
- H. Segal shall maintain and make available to Client the information required to provide an accounting of disclosures, as necessary to satisfy Client's obligations under 45 CFR §164.528.
- I. Segal shall only carry out Client's obligations under the Privacy Rule as mutually agreed to by the parties. In such instances, Segal shall comply with the Privacy Rule requirements that apply to Client in the performance of such obligations.
- J. Subject to any applicable legal privileges or confidentiality agreements, Segal shall, upon reasonable notice and during normal business hours, make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules by Segal and/or Client.

#### IV. Obligations and Activities of Client

- A. Client shall notify Segal of any limitation(s) in its notice of privacy practices under 45 CFR §164.520, to the extent that such limitation may affect Segal's use or disclosure of PHI.

- B. Client shall notify Segal of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Segal's use or disclosure of PHI
- C. Client shall notify Segal of any restriction on the use or disclosure of PHI that it has agreed to or is required to abide by under 45 CFR §164.522, to the extent that such restriction may affect Segal's use or disclosure of PHI.
- D. Client shall not request Segal to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Client, except to the extent that such use or disclosure is for the purposes set forth above in Section II.B iv, v and vi.

#### V. Term and Termination

- A. The Term of this Agreement shall be effective as of the date set forth below and shall run concurrently with the Services Agreement, unless this Agreement is terminated earlier due to the violation of a material term as provided for in Section B below.
- B. Either party may terminate this Agreement if the other violates a material term of the Agreement, provided that the non-breaching party provides the breaching party with no less than 30 days in which to cure such violation prior to termination becoming effective. However, if the non-breaching party reasonably and in good faith determines that the violation is not curable, it may terminate this Agreement immediately upon written notice to the breaching party.
- C. Upon termination of this Agreement, the Services Agreement also shall terminate to the extent that it requires Segal to access, use, disclose and/or maintain PHI in order to provide the Services.
- D. Upon termination of this Agreement for any reason, Segal, with respect to any PHI either received from Client, or created, maintained, or received by Segal on Client's behalf, shall:
  - i. Where feasible, return or destroy the PHI, which Segal still maintains in any form. Client understands that Segal's need to maintain portions of the PHI in records of actuarial determinations and for other archival purposes related to memorializing advice provided will render return or destruction infeasible.
  - ii. Continue to use appropriate safeguards and comply with the Security Rule with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Segal retains the PHI; and
  - iii. Not use or disclose the PHI retained other than for the purposes for which such PHI was retained and subject to the same conditions set out in Section II.B iv and v of this Agreement which applied prior to termination.

- E. The parties' respective obligations under this Section V shall survive the termination of this Agreement.

VI. Miscellaneous

- A. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- B. Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Any amendment shall be in a writing duly executed by both parties.
- C. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules. In the event of any inconsistency or conflict between this Agreement, and the Services Agreement or any other written agreement between the parties, the terms, provisions and conditions of this Agreement shall control and govern.
- D. Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any third party beneficiary rights in any person, including any participant or beneficiary of Client.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile or Portable Document Format (PDF) copies thereof shall be deemed to be originals.
- F. Informal Resolution. If any controversy, dispute, or claim arises between the parties with respect to this Agreement, the parties shall make good faith efforts to resolve such matters informally.
- G. Notices. All notices to be given pursuant to the terms of this Agreement shall be in writing and shall be sent certified mail, return receipt requested, postage prepaid or by courier service. If to Client, the notice shall be sent to the address set forth below Client's signature or such other address as Client notifies Segal of in writing. If to Segal, the notice shall be sent to the Privacy Official, c/o General Counsel, The Segal Company, 333 West 34th Street, New York, New York 10001.



## Legislation Description

---

**File #: 15-666, 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 Acting 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) 2015-16 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.

As the city moves forward, it is prudent to reassess the current structure and opportunities for realignment to better prepare the city for the future.

The Fire Department would like to reclassify a vacant Fire Inspector II position to a Fire Inspector I. In order to accommodate reduced staffing, the Fire Marshal has restructured the inspection program to ensure that state statutes are met. This has resulted in a need for more line level (Fire Inspector I) positions.

Water Services is requesting two reclassifications of vacant positions. The first is a reclassification of the vacant Water Services Technology Manager to a Water Services Process Operations Manager. Several factors (including continuous change of system conditions, increased federal regulations, aging infrastructure, and emerging technologies) have contributed to the need for centralized management of the department's process operations. The department must have specific management expertise to plan, program and oversee the operations of water and wastewater at a centralized level.

The second reclassification request is for an Asset Reliability and Security Manager (reclassified from a vacant Water Services Security Superintendent position). The Water Services Department has implemented an Asset Management program to manage the maintenance, reliability and long term management of all physical assets. Over 314,000 assets (including water and wastewater treatment plants, security equipment infrastructure, water lines, and sewer lines) have been inventoried. Managing information, conducting analyses and executing quality control over these assets requires dedicated attention and ownership, which this position will provide. The position will manage the Central Systems Maintenance division, the Water Services Security Division, the Water Services Technology staff, and the Asset Management Analysis and Program Development.

Public Works has requested that a vacant Custodian position be reclassified as a Facilities Management Superintendent. The Facilities Management division has worked on assessing staff strengths and weaknesses, productivity levels, customer service needs and supervisory coverage. Based on this, the determination has been made that the vacant custodian position should be reclassified to a Superintendent level position. A goal of the division is to transition from a reactive group to one that plans their work, including capital projects to protect the value of city assets. Reclassifying this position to a Superintendent would allow the planning process to grow and move forward.

The Transportation division in Public Works would like to reclassify two vacant positions. The first request is to reclassify a vacant Transportation Engineer position to a City Traffic Engineer, who would manage the entire Transportation/Roadways System within the City of Glendale, including transportation planning, design and development; traffic systems management; traffic signal management; and transportation education. In addition, as part of the proposed Public Works/Transportation reorganization plan, it would be responsible for overseeing all Streets Maintenance areas (pavement management,, pavement and concrete repair, rights of way maintenance, graffiti abatement, signs and markings, and the Glendale Memorial Park Cemetery Operations); and Transportation Engineering service areas (traffic studies and streetlight management/maintenance).

The second request from the Transportation Division is to reclassify a vacant Deputy Public Works Director to a Deputy Public Works Director, Transportation, which would report directly to the Public Works Director. The position would oversee the entire Transportation department, with a staff of 65.25 employees, an annual operating budget of over \$17 million and a 10-year capital budget totaling over \$114.8 million in projects. The department includes all of the afore-mentioned areas under the City Traffic Engineer (who would report

directly to this new position), as well as airport operations and transit services (Dial-a-Ride, GUS, fixed route bus service, ADA paratransit service and taxi subsidy programs, and long range planning, including future light rail service).

Community Services is requesting a reclassification of a filled position (from Recreation Programmer to Recreation Coordinator) at the Foothills Recreation and Aquatic Center. When the center opened in 2006, there were 10 FTE's. Through attrition and budget cuts, that number has been reduced to 5 FTE's. With staffing reductions that have included a Recreation Manager, a Senior Recreation Coordinator and two other Recreation Programmers, the incumbent has been assigned additional higher level responsibilities that are usually found in a Recreation Coordinator position. These duties include directly supervising center operational areas; managing structured and non-structured programs and activities within the Foothills Recreation and Aquatic Center as well as special city wide projects such as the Summer Safety Event and the Archery Range project; supervising ten part time staff (including hiring and training); and managing department contracts and agreements .

### **Analysis**

The Human Resources and Risk Management Department work 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 9, 2015, Council approved the FY 2015-16 Budget which includes a listing of all approved positions in Schedule 9 of the Budget Book.

Council approved position reclassifications at the June 23, 2015 Council meeting.

Council approved position reclassifications at the August 25, 2015 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.

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



Positions Recommended for Reclassification  
October 13, 2015

Position Number	Department	Fund #	Fund Name	Previous Title	New Title	Description of Request	Effective Date of Action	Estimated Base Cost for Remainder of FY
324	Fire	1000	General	Fire Insp II	Fire Inspector I	Realign to better meet department needs.	10/17/2015	\$0.00
2011	Water Services	2360	Water and Sewer	Water Srvc Technology Mgr	Water Services Process Operations Manager	Realign to better meet department needs.	10/17/2015	\$0.00
2029	Water Services	2360	Water and Sewer	Water Srvc Secur Supt	Asset Reliability and Security Manager	Realign to better meet department needs.	10/17/2015	\$0.00
346	Public Works	1000	General	Custodian	Facilities Management Superintendent	Realign to better meet department needs.	10/17/2015	\$0.00
404	Public Works	1660	Transportation Sales Tax	Trans Engineer	City Traffic Engineer	Realign to better meet department needs.	10/17/2015	\$0.00
1894	Public Works	1660	Transportation Sales Tax	Dep Public Works Dir	Deputy Public Works Director, Transportation	Realign to better meet department needs.	10/17/2015	\$0.00
2162	Community Services	1000	General	Recreation Programmer	Recreation Coordinator	Realign to better meet department needs.	10/17/2015	\$8,495.00



## Legislation Description

---

**File #: 15-676, Version: 1**

---

**AUTHORIZATION TO ENTER INTO AMENDMENT NO. 3 TO THE CONTRACT EXTENSION FOR C-8926-3 ROOF RESIDENTIAL REPAIR PROGRAM AND RATIFICATION OF EXPENDITURES FOR JIM BROWN AND SONS ROOFING**

Staff Contact: Erik Strunk, Director, Community Services

### **Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to: a) extend C-8926-3 for the Community Development Block Grant (CDBG) until June 2017; b) authorize the additional expenditure of CDBG funds in the amount not to exceed \$150,000; and, c) ratify previous expenditures in the amount of \$155,900.03 for Jim Brown and Sons Roofing. If approved, this contract extension will allow the City of Glendale to continue an existing agreement with Jim Brown and Sons Roofing to repair and/or replace deteriorated roofs for income qualified homeowners in Glendale.

### **Background**

Annually, the City of Glendale is awarded CDBG funds by the U.S. Department of Housing and Urban Development (HUD) to be used for eligible activities. Each year the City Council, through the CDBG grants process, allocates funding for the Glendale Roof Repair and Replacement program which is a component of the City's Residential Rehabilitation Program.

In FY 11-12, a formal Invitation for Bid was issued by Purchasing (IFB 12-40) for the Residential Roof Repair Program to procure a qualified contractor to replace worn, dilapidated, and damaged roof covers and related components for eligible homeowners within the city limits of Glendale. In June of 2012, Jim Brown and Sons Roofing was administratively awarded a five-year contract and has since been providing this service to eligible Glendale homeowners.

Although this contract contained the necessary language at the time to extend it administratively for a period of four additional years, a review of it earlier this year demonstrated that the expenditures exceeded \$50,000 beginning in the second year of the contract (FY 13-14) and every year thereafter. As a result, it is now necessary to seek the approval of the City Council to amend, extend, and ratify \$155,900.03 in previous expenditures related to this contract, in addition to Council authorization to approve the final two years of the agreement.

### **Analysis**

Over the course of the final two fiscal years of this contract (FY 15-16 and FY 16-17), it is projected that the Roof Program will assist approximately 16-20 homeowners and no more than \$75,000 per year will be expended (for a total of \$150,000). This amount is consistent with the expected participation in the program and will allow

much needed repairs to our low-to-moderate income homeowners.

It is important to note that each successful applicant who receives funding through this program has a five-year lien placed against their home for the amount of CDBG funds they receive. Each year, one-fifth of the amount is forgiven, and after five years, the lien is released. If the homeowner were to sell their home before the end of the five year period, the remaining balance will be paid to the city upon sale of the house. Should this occur, these funds are considered "program income" and would be used to further fund the program in subsequent years.

The program is entirely funded with CDBG funds previously recommended by the Community Development Advisory Committee (CDAC) and subsequently approved by the City Council. As such, the use of these funds does not impact on the City's General Fund.

**Previous Related Council Action**

On April 23, 2013, the City Council authorized the Acting City Manager to enter into agreements using FY 2013-14 CDBG funds for the Community Revitalization Residential Rehabilitation program with Resolution 4668.

On May 13, 2014, the City Council authorized the City Manager to enter into agreements using FY14-15 CDBG funds for the Community Revitalization Residential Rehabilitation program with Resolution 4799.

On May 12, 2015, the City Council authorized the Acting City Manager to enter into agreements using FY15-16 CDBG funds for the Community Revitalization Residential Rehabilitation program with Resolution 4953.

**Community Benefit/Public Involvement**

The Glendale Roof Program is one component of the City's Residential Rehabilitation program that helps stabilize neighborhoods and improve the quality of life for low-to-moderate homeowners. To date, over 545 homeowner roofs have been repaired or replaced through this program. This has helped homeowners maintain their homes and prevents potential damage to their homes from roof leaks.

**Budget and Financial Impacts**

Since this is a federally-funded program, there will be no fiscal impact on the city. No General Funds will be used for this program.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$150,000</b>	<b>1320-31022-518200, CDBG Roof Repair Replacement- Professional and Contractual</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

AMENDMENT NO. 3

RESIDENTIAL ROOF REPAIR PROGRAM  
(RFP 12-40 Contract No. C-8926)

This Amendment No. 3 ("Amendment") for Residential Roof Repair Program is made to be effective \_\_\_\_\_ day of \_\_\_\_\_ 2015 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Jim Brown and Sons Roofing ("Contractor").

RECITALS

- A. City and Contractor previously entered into a Residential Roof Repair Program, Contract No. C-8926, dated June 28, 2012 ("Agreement"); and
- B. The Agreement, which was based on the Contractor's Response to an invitation for bids, IFB-12-40, provided an initial term of one (1) year, and the option to extend the contract in four (4) one-year increments. The City has so far exercised two (2) renewal options by prior amendments.
- C. The Parties now wish to exercise the third renewal option and extend this contract for the period June 29, 2015 through June 28, 2016.
- D. The Parties may exercise the remaining renewal options for the period June 29, 2016 through June 28, 2017 in a separate and subsequent written amendment signed by both parties if they so choose.

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 one (1) year from June 29, 2015 through June 28, 2016, unless terminated or canceled as provided in the Agreement. All other provisions of the Agreement shall remain in effect in their entirety.

3. **Contract Amount.** The amount of compensation the Contractor may receive during the renewal term herein shall not exceed \$50,000.00. The cost of the work to be performed shall be charged and billed by the Contractor in accordance with the price sheet (section 5) submitted with the IFB and agreed upon by the parties in the original contract.
4. **Scope of Work.** The Scope of Work is unchanged.
5. **Compensation.** Contractor's rate of compensation remains unchanged.
6. **Insurance Certificate.** The contractor has obtained liability insurance that expires during the term of this amendment. Contractor must obtain insurance for the remaining term of the agreement and for any subsequent renewals. Contractor must provide proof of insurance prior to extending the term of the Agreement in any subsequent renewal year.
7. **Conflicting Provisions.** 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 provisions of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.
8. **Non-Discrimination Policies.** Contractor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section
9. **Counterparts.** This Amendment may be signed in counterparts.

[Signatures appear on following page.]

CITY OF GLENDALE, an Arizona  
municipal corporation

Richard A. Bowers, Acting City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Baily, City Attorney

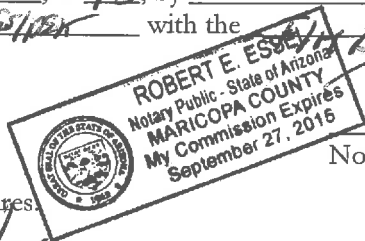
JIM BROWN AND SONS ROOFING

By: [Signature]  
Scott Brown

Its: Vice President

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing amendment was acknowledged before me this 15<sup>th</sup> day of SEPTEMBER, 2015, by SCOTT BROWN in the capacity as V. President with the Jim Brown and Sons Roofing an Arizona non-profit corporation.



[Signature]  
Notary Public

My Commission Expires 9/27/15

# Pre-Application

Date: \_\_\_\_\_

Name: \_\_\_\_\_

City: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_

Please answer the following questions

Do you own your home: \_\_\_\_\_

Number of people living in the home: \_\_\_\_\_

How many of the above have income (regardless of source) : \_\_\_\_\_

Total of all household Income \$ \_\_\_\_\_

TYPE OF REPAIR NEEDED? (Be Specific)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mail this Pre- Application Form to  
Community Revitalization  
or call our office  
at 623.930.3670  
to inquire about available programs



## City of Glendale, AZ

Community Revitalization  
5850 W Glendale Ave, Suite 107  
Glendale, AZ 85301

Phone: 623.930.3670  
TDD : 623.930.2197



## Community Revitalization City of Glendale, AZ

### SINGLE FAMILY REHABILITATION PROGRAMS



You may qualify for assistance for

- Housing Rehabilitation**
- Roof Repair**
- Exterior Improvement**
- Emergency Repair**
- Accessibility Assistance**

# Loan Program

Thanks to Community Development Block Grant (CDBG) and HOME Partnership Funds provided by the Department of Housing and Urban Development (HUD), Community Revitalization offers several programs to assist Low- to Moderate-income homeowners improve their homes.

Projects are funded by providing the homeowner a deferred Loan which is tiered at 7, 10, or 20 years pending loan amount utilized for the Home Rehabilitation Project. A 5-year forgivable lien is placed on the properties participating in the Exterior and Roof Programs.

### Qualifications:

- To qualify for loans or grants, the property must be owner occupied for a minimum of 1 year prior to application.
- The property must be located within the Glendale City Limits.
- Total Family income (before deductions) that is not higher than the amount listed in the following income chart.
- The funds will be used to correct code violations and unsafe or deteriorated conditions.
- Note: this program cannot be used for remodeling or decorating the home.
- Maximum Income Limit for the Roof Repair & Exterior Program is 60% AMI
- Maximum Income Limit for Housing Rehabilitation Program is 80% of AMI.
- If Emergency Repair Assistance is over \$1,000.00 a lien is placed on the property for a period of 5 years and then forgiven.

## 2015 Income Tables

### Single Family Rehab Program

Number of Persons in the Household	Maximum Gross Income 80% AMI
1	\$35,850
2	\$41,000
3	\$46,100
4	\$51,200
5	\$55,300
6	\$59,400
7	\$63,500
8	\$67,600

### Roof & Exterior Program

Number of Persons in the Household	Maximum Gross Income 60% AMI
1	\$26,880
2	\$30,720
3	\$34,560
4	\$38,400
5	\$41,520
6	\$44,580
7	\$47,640
8	\$50,700

## Eligible Activities



## City of Glendale, AZ

Community Revitalization  
5850 W Glendale Ave #107  
Glendale AZ 85301



Phone: 623.930.3670  
TDD : 623.930.2197  
Fax: 623.495.8594







## Legislation Description

---

**File #: 15-611, Version: 1**

---

**AWARD OF BID IFB 16-01, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM THATCHER COMPANY OF ARIZONA, INC.**

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

**Purpose and Recommended Action**

This is a request for City Council to award bid IFB 16-01, authorize the Acting City Manager to enter into an agreement, and approve expenditure of funds for the purchase of chemicals from Thatcher Company of Arizona, Inc. (Thatcher) in an amount not to exceed \$2,500,000 (\$1,000,000 for the initial two-year term and \$1,500,000 for the three one-year extensions).

**Background**

The Water Services Department functions to provide safe and reliable water and wastewater services for City of Glendale residents and businesses. Water production and treatment requires the use of a variety of chemicals to effectively treat surface and ground water for public consumption at the city's four water treatment plants. Wastewater collection and treatment also requires the use of chemicals to effectively treat wastewater to A+ effluent standard for recharge or reuse at the two reclamation facilities.

Aluminum Sulfate is used as a primary disinfectant. Sodium chloride (salt) is used as a cleaning agent of the filter media used in the groundwater treatment process. Hydrofluorosilicic acid (fluoride) is added in small doses to supplement the existing natural fluoride levels to meet regulatory requirements.

**Analysis**

The city's Material Management Division in conjunction with the Water Services Department developed an Invitation for Bid (IFB) for fifteen chemicals. Bid specifications provided for an initial term of agreement for two years with the option to extend at the discretion of the city for three years, in one-year increments. IFB 16-01 was published on July 30, 2015 and seventeen responses were received by the due date of August 18, 2015. The notice of intent to award was sent August 20, 2015. One protest was received and answered.

For the chemicals, aluminum sulfate, sodium chloride, and hydrofluorosilicic acid, Thatcher submitted the lowest, responsive, and responsible bid.

This action will authorize the Acting City Manager to enter into an agreement with Thatcher through October 2017, and as needed, extend the agreement through October 2020 and approve the expenditure of funds for an amount not to exceed \$2,500,000 over the term of the agreement.

**Previous Related Council Action**

On June 10, 2014, City Council approved the expenditure of funds for sodium chloride from Salt Works in an amount not to exceed \$389,000 for the FY2014-15.

On June 10, 2014, City Council approved the expenditure of funds for aluminum sulfate from Chemtrade Chemicals US, LLC in an amount not to exceed \$529,000 for the FY2014-15.

**Budget and Financial Impacts**

Funding for the annual amount is available in the Water Services FY 2015-16 operating budget. Annual budget appropriation thereafter is contingent upon Council approval.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$500,000</b>	<b>2400-17250-524600, Pyramid Peak Water Treatment Plant</b>
	<b>2400-17260-524600, Cholla Water Treatment Plant</b>
	<b>2400-17310-524600, Oasis Surface Water Treatment Plant</b>
	<b>2400-17320-524600, Oasis Groundwater Water Treatment Plant</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



THATCHER COMPANY OF AZ, INC. C-\_\_\_\_\_

# CITY OF GLENDALE MATERIALS MANAGEMENT INVITATION FOR BIDS

**SOLICITATION NUMBER:** IFB 16-01

**PUBLISHED DATE:** JULY 30, 2015

**TITLE:** CHEMICALS FOR WATER / WASTEWATER TREATMENT

**PRE-BID CONFERENCE:** AUGUST 11, 2015 2:00 P.M. LOCAL TIME  
(Attendance Optional) (Glendale City Hall, 5850 West Glendale Avenue, Suite 3B)

**BID DUE DATE AND TIME:** AUGUST 18, 2015 BEFORE 2:00 P.M. LOCAL TIME

Bids for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location prior to the time and date cited. Bids received by the correct time and date will be opened at 2:00 P.M. and the name of each bidder and the amount of the bid will be publicly read.


**SUBMITTAL LOCATION:** City of Glendale  
Materials Management  
5850 West Glendale Avenue, Suite 317  
Glendale, Arizona 85301

Bids must be in the actual possession of Materials Management prior to the time and date, and at the location indicated. Materials Management is located on the third (3<sup>rd</sup>) floor of the Glendale Municipal Complex (City Hall) in the Engineering Department. Bids are accepted from the hours of 8:00 am and 5:00 pm, Monday through Friday, unless otherwise indicated for a holiday. All bids will be received, and time/date stamped at the Engineering Department's front counter. Late Bids will not be considered.

Bids must be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the envelope. See Paragraph 2.2 for additional instructions for preparing a bid.

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

For questions regarding this solicitation contact:  
**Connie Schneider, C.P.M.**  
Materials Management Division  
(623) 930-2868  
[CSchneider@Glendaleaz.com](mailto:CSchneider@Glendaleaz.com)

 <b>GLEND/LE</b>	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
--	--	---

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGES</b>
	<b>NOTICE IFB 16-01</b>	<b>1</b>
	<b>TABLE OF CONTENTS</b>	<b>2</b>
<b>1.0</b>	<b>SPECIFICATIONS</b>	<b>3</b>
<b>2.0</b>	<b>SPECIAL INSTRUCTIONS</b>	<b>4</b>
<b>3.0</b>	<b>SPECIAL TERMS AND CONDITIONS</b>	<b>7</b>
<b>4.0</b>	<b>BIDDER SHEET</b>	<b>14</b>
<b>5.0</b>	<b>BIDDING SCHEDULE</b>	<b>15</b>



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER  
TREATMENT**

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

**1.0 SPECIFICATIONS**

**1.1 INTRODUCTION** - The City of Glendale Water Services Department is requesting bids from qualified bidders for the purchase of various chemicals for the treatment of water and wastewater.

**1.2 GENERAL REQUIREMENTS**

**1.2.1** Orders for chemicals shall be on an as-needed basis and delivered to storage tanks located at any one of the following Water Services Department locations after receipt of order;


**Oasis Water Treatment Plant**  
7070 W Northern Ave  
Glendale, AZ 85303

**Cholla Water Treatment Plant**  
4805 W Cholla  
Glendale, AZ 85304

**Pyramid Peak Water Treatment Plant**  
28101 N. 63rd Ave  
Phoenix, AZ 85083

**1.2.2** Fuel surcharge shall not apply;

**1.2.3** All chemicals shall conform to NSF International Standard 60 and / or appropriate AWWA/ANSI Standards.

 <p>GLENDALE</p>	<p align="center"><b>SOLICITATION NUMBER: IFB 16-01</b></p> <p align="center"><b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b></p>	<p align="center">CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
---	---	--

**2.0 SPECIAL INSTRUCTIONS**

**2.1 RETURN OF BID** One (1) original hard copy. The original bid shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF BID PACKAGE section of this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

**2.2 PREPARATION OF BID PACKAGE** The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

- 2.2.1 BIDDER SHEET, Section 4.0
- 2.2.2 BIDDER SCHEDULE, Section 5.0
- 2.2.3 ADDENDUM, Return all addenda (if applicable).

**2.3 EVALUATION CRITERIA** Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

**2.4 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.

**2.5 ALTERNATE BIDS/EXCEPTIONS**


Bids submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

**2.6 BRAND NAME OR EQUAL** Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.

**2.7 ESTIMATED QUANTITIES** Quantities listed in this solicitation are the City's best estimate. The City may order some, all, more, or none of the individual quantities. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.

**2.8 PROPRIETARY INFORMATION**


Bidders shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Bidder shall not mark any Solicitation Form as proprietary. Pricing

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Bidders 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 Bidder with prompt written notice so that Bidder may seek a protective order or other appropriate remedy. The Bidder, 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 Bidder in the event that the City must legally disclose the Proprietary Information.

- 2.9 **INQUIRIES** Any question related to this solicitation shall be directed to the Contract Analyst whose name appears above. Any Bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Bidders are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official Bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.
- 2.10 **ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Bidder as it deems necessary to establish the competence and financial stability of any Bidder submitting a bid.
- 2.11 **PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating Bids.
- 2.12 **EVALUATION LITERATURE**  
Bids submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Bids submitted without this product information may be considered as non-responsive and rejected.
- 2.13 **WITHDRAWAL OF BID** At any time prior to the specified solicitation due date and time, a Bidder may formally withdraw the bid by a written letter, facsimile or electronic mail from the Bidder or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 2.14 **NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS** The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Bidders submitting a bid with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on

	<b>SOLICITATION NUMBER: IFB 16-01</b>  <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

behalf of the City. Contact includes direct or indirect contact by the Bidder, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.

From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Bidders, 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 IFB. This provision shall not prohibit a Bidder 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 bid of the Bidder to be found in violation and to be rejected.

- 2.15 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing) immediately after the City has completed its evaluation process of the Bids received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

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.

- 2.16 CONFLICT OF INTEREST** The Bidder shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.



	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

**3.0 SPECIAL TERMS AND CONDITIONS**

**3.1 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City’s Materials Management Internet home page, [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing). Bidders are advised to review all provisions of the General Instructions and Conditions for this solicitation.

**3.2 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All Bids 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 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 Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor’s sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

**3.3 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.


**3.4 LIQUIDATED DAMAGES** If the successful Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the successful proposer shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$500.00. The successful Contractor shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of the successful proposer. The City shall determine what is beyond the control of the successful proposer and his supplier.



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER TREATMENT**

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

- 3.5 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: <http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF>
- 3.6 PRICE.** All prices quoted shall be firm and fixed for the specified contract period. Supplier price shall include, but is not limited to, travel time, delivery, freight, warranty, etc. Price shall NOT include a fuel surcharge. See the attached Bidder Schedule.
- 3.7 PRICE ADJUSTMENTS** 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.
- 3.8 PRICE REDUCTION.** Bidder shall offer City a price reduction for its products concurrent with a published price reduction made to other municipalities.
- 3.9 DELIVERY.** All deliveries must include Material Safety Data Sheets (MSDS). All prices are F.O.B. Destination and include delivery and unloading at the specific City destinations. Supplier shall provide all necessary equipment, i.e., compressors, hoses and proper connections to transfer chemicals into City storage tanks or facilities and will be held liable for any spillage on City property. Supplier shall retain title and control of all goods until they are delivered and accepted by City. All risk of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by Supplier. City will notify Supplier promptly of all damaged goods and shall assist Supplier in arranging for inspection.
- 3.10 WARRANTIES.** Successful Supplier(s) warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials, which would result in non-compliance with the contract specification, shall be fully corrected by the Supplier (including labor and materials) without cost to the City.
- 3.11 INSPECTION.** All materials and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this contract will be held at Supplier's risk and may be returned to the Supplier or rejected by the City. If returned or rejected, all costs are the responsibility of the Supplier. The City may elect to do any or all:
- 1.2.13 Waive the non-conformance;
  - 1.2.14 Stop the work immediately;
  - 1.2.15 Bring material into compliance.
- This shall be accomplished by a written determination by the City.
- 3.12 PACKING and SHIPPING.** Successful Supplier shall be responsible for industry standard packing which conforms to requirements of carrier's tariffs and Interstate Commerce

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---


Commission (ICC) regulations. Containers must be clearly marked as to the lot number, destination, address and purchase order number.

- 3.13 **DELIVERY TIME** All deliveries shall be made within **48** hours upon receipt of written notification in the form of a purchase order from the City. All deliveries shall be made within City of Glendale office hours, Monday through Friday, excluding holidays.
- 3.14 **TERM OF AGREEMENT** The term of this agreement shall be for an initial two (2) year period.
- 3.15 **OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement three (3) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager 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.
- 3.16 **CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.
- 3.17 **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.
- 3.18 **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.
- 3.19 **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.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- 1. **Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less

	<p style="text-align: center;"><b>SOLICITATION NUMBER: IFB 16-01</b></p> <p style="text-align: center;"><b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b></p>	<p style="text-align: center;">CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
---	---	---

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.

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. **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 affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

***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

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

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.

- 3.20 WORKERS' COMPENSATION** Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.

- 3.21 EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.


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 Materials Management 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 (Section 4.0). In general, the order will be placed using a City Procurement Card.

- 3.22 CONTRACT CANCELLATION** The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

**3.22.1** The Contractor provides personnel that do not meet the requirements of the contract.

**3.22.2** The Contractor fails to perform adequately the services required in the contract.

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---


- 3.22.3 The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.
- 3.22.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
- 3.22.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

- a. Cancel the contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Contractor;
- d. In case of default, the City reserves the right to purchase materials or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
  - 1. Deduction from an unpaid balance;
  - 2. Any combination of the above or any other remedies as provided by law.

**3.23 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 "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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.

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

**3.24 NON-DISCRIMINATION** By submitting this Bid, 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.

**3.1 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.

By signing the bidder sheet, the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, 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.



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER TREATMENT**

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

4.0

**BIDDER SHEET**

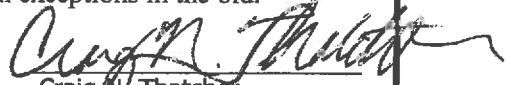
**CONDITIONAL ACCEPTANCE**

**INVITATION FOR BID NO. IFB # 16-01**  
**TITLE: CHEMICALS FOR WATER / WASTEWATER TREATMENT**

1. Subject to City Council approval, this notification constitutes a conditional acceptance of your bid to provide the materials listed on the Bidder Schedule. All terms and conditions of the IFB shall apply.
2. The term of the proposed Agreement shall be a two (2) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for three (3) additional years in one (1) year increments based on satisfactory contract performance.
3. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is \_\_\_\_\_.
4. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
5. You are required to sign and return this Acceptance with this Bid. Failure to furnish a signed a copy of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

**OFFER**

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the bid.

Contractor Name: Thatcher Company of Arizona, Inc. Contractor Signature:   
 Company Address: P. O. Box 27407 Printed Name and Title: President  
Salt Lake City, UT 84127-0407 Email Address: kyle.hallsten@tchem.com;  
wendy.richmond@tchem.com  
 Company Federal I.D.: 86-0713495 Telephone No.: (623) 691-6499


**ACCEPTANCE OF OFFER**

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature: \_\_\_\_\_  
 Printed Name and Title: Richard A. Bowers, Acting City Manager

Date: \_\_\_\_\_



	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
--	--	---

**5.0 BIDDING SCHEDULE** - Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs.

**Sales tax shall not be included in the Unit Price.**

<b>5.1 CHEMICAL FOR WATER / WASTERWATER TREATMENT</b>						
Chemical	Performance and/or Quality Requirements	City Annual Estimated Quantity (A)	Unit of Measure	Delivery Package Size	Per Unit Price (B)	Extended Price (A x B)
<b>5.1.1</b> Liquid Aluminum Sulfate	Commercial grade purified liquid aluminum sulfate	2,080	Wet Ton	Bulk	\$ 95.93	\$199,534.40
<b>5.1.2</b> Liquid Aluminum Sulfate	Commercial grade purified liquid aluminum sulfate	1,000	Dry Ton	Bulk	\$ 196.49	\$196,490.00
<b>5.1.3</b> Clarifoc C-6220 Polymer	Polydyne or equivalent	4,600	Pounds	2,300# Tote	No Bid	N/A
<b>5.1.4</b> Clarifoc C-358 Polymer	Polydyne or equivalent	234,000	Pounds	Bulk	No Bid	N/A
<b>5.1.5</b> 50% Liquid Sodium Hydroxide (Caustic Soda)	Commercial grade 50% liquid solution	120,000	Gallon	Bulk	\$ 1.7836	\$214,032.00
<b>5.1.6</b> 25% Liquid Sodium Hydroxide (Caustic Soda)	Commercial grade 25% liquid solution	85,000	Gallon	Bulk	\$0.9045	\$76,882.50
<b>5.1.7</b> Sodium Bisulfite	40% solution	20,000	Gallon	Bulk	\$ 1.61	\$32,200.00
<b>5.1.8</b> Sodium Chloride	99.9% pure sodium chloride, course size	1,080	Ton	Bulk	\$ 124.97	\$134,967.60
<b>5.1.9</b> Chlorine	2000# Container	225,000	Pound	Bulk	No Bid	N/A
<b>5.1.10</b> Chlorine	150# Cylinder	20,000	Pound	Bulk	No Bid	N/A
<b>5.1.11</b> Sodium Hypochlorite	12.50%	300,000	Gallon	Bulk	No Bid	N/A




**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER TREATMENT**

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

Chemical	Performance and/or Quality Requirements	City Annual Estimated Quantity	Unit of Measure	Delivery Package Size	Per Unit Price	Extended Price
<b>5.1.12</b> Ferric Chloride	40% liquid	122,000	Gallon	Bulk	\$ 1.5384	\$187,684.80
<b>5.1.13</b> Powdered Activated Carbon (PAC)	Carbon must be bituminous coal or hardwood based. Carbon cannot be lignite coal based. Must have ANS/NSF Standard 61 certification and must meet all applicable AWWA standards per the most recent specification B-600.	30	Ton	Bulk	\$1,300.00	\$39,000.00
<b>5.1.14</b> Liquid Carbon Dioxide (Co2)	Refrigerated, liquid, 99.5%+ purity	1,390,000	Pound	Bulk	No Bid	N/A
<b>5.1.15</b> Hydrofluorosilicic Acid (fluoride)	Minimum 23% for use in potable water treatment	20,000	Gallon	Bulk	\$2.6840	\$53,680.00

<b>GRAND TOTAL (Item Nos. 5.1.1 through 5.1.15)</b>	<b>\$ <u>1,134,471.30</u></b>
---	-------------------------------

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
--	--	---

5.2 **TAX AMOUNT** Bidders should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Oasis Water Treatment Plant:	9.2%
Cholla Water Treatment Plant:	8.5%
Pyramid Peak Water Treatment Plant:	8.3%

Tax: \_\_\_\_\_%

5.3 **DELIVERY** Bidder states Offeror states that all services shall be performed in accordance with IFB specifications.

5.4 **PROCUREMENT CARD ORDERING CAPABILITY** Please check appropriate box.

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

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

Company Name:           Thatcher Company of Arizona, Inc.



**SOLICITATION ADDENDUM**

**CITY OF GLENDALE**  
Materials Management  
5850 W. Glendale Avenue  
Suite 317  
Glendale, AZ 85301  
Phone: (623) 930-28XX

Solicitation Number: IFB 16-01      Addendum #1      Page 1 of 1

Solicitation Due Date: August 18, 2015      2:00 p.m. (Local Time)

**IFB 16-01**

**Chemicals for Water / Wastewater Treatment**

As a result of the pre-offer conference conducted on August 11, 2015, the following revisions and clarifications have been made to Invitation for Bid No. 16-01:

**1. DELETE Section 5.3 on the BIDDING SCHEDULE, in its entirety and REPLACE WITH**

**DELIVER** Bidder states Offeror states that all services shall be performed in accordance with IFB specifications. YES X      NO \_\_\_\_\_ (If No answer the following):

Bidder states that all orders shall be delivered within a minimum of \_\_\_\_\_ calendar days after receipt of purchase order, contract release document or written notice to proceed from the City of Glendale.

**NOTE:** Bidders may enter their response to Section 5.3 on this Addendum.


**2. MODIFY Section 3.6 PRICE.**

**CHANGE FROM:** All prices quoted shall be firm and fixed for the specified contract period. Supplier price shall include, but is not limited to, travel time, delivery, freight, warranty, etc. Price shall NOT include a fuel surcharge. See the attached Bidder Schedule.

**CHANGE TO:** All prices quoted shall be firm and fixed for an annual period. Supplier price shall include, but is not limited to, travel time, delivery, freight, warranty, etc. Price shall NOT include a fuel surcharge. See the attached Bidder Schedule.

**COMPANY NAME:** Thatcher Company of Arizona, Inc.

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

Name of Company: Thatcher Company of Arizona, Inc.  
Address: P. O. Box 27407, Salt Lake City, UT 84127-0407  
Authorized Signature:   
Print Name and Title: Craig N. Thatcher, President



## Notice of Intent to Award

**August 20, 2015**

To Our Valued Vendors:

**IFB Number: 16-01, Chemicals for Water / Wastewater Treatment**

Thank you all for participating and submitting a bid on the above solicitation. We appreciate your interest in doing business with the City of Glendale and trust that there will be opportunities in the future for your continued participation.

The City has completed its review of the bids received and recommends award for this solicitation to the following vendors. These vendors were determined to be the lowest, most responsive, responsible bid.

**DPC Enterprises  
SNF Polydyne**

**Reliant Gases  
Thatcher Co.**

**Cal Pacific Carbon, Inc  
Brenntag Pacific, Inc.**

**Pennco, Inc  
Hill Brothers**

The bid tabulation is attached for your review. If you have any questions, or would like further information about the award, please contact me on or before August 27, 2015.

Sincerely,

Connie Schneider  
Materials Management Division  
(623) 930-2868  
Email: [CSchneider@glendaleaz.com](mailto:CSchneider@glendaleaz.com)

IFB 16-01 Chemicals for Water / Wastewater Treatment

Final Bid Tab

City Annual Estimated Quantity (A)	5.1.1 Liquid Aluminum Sulfate	5.1.2 Liquid Aluminum Sulfate	5.1.3 Clarifloc C-6220 Polymer	5.1.4 Clarifloc C-358 Polymer	5.1.5 50% Liquid Sodium Hydroxide (Caustic Soda)	5.1.6 25% Liquid Sodium Hydroxide (Caustic Soda)	5.1.7 Sodium Bisulfite	5.1.8 Sodium Chloride	5.1.9 Chlorine (2000#)	5.1.10 Chlorine (150#)	5.1.11 Sodium Hypochlorite	5.1.12 Ferric Chloride	5.1.13 Powdered Activated Carbon (PAC)	5.1.14 Liquid Carbon Dioxide (Co2)	5.1.15 Hydrofluoric Acid (Fluoride)
	2,080	1,000	4,600	234,000	120,000	85,000	20,000	1.080	225,000	20,000	300,000	122,000	30	1,390,000	20,000
DPC Enterprises Est Annual						0.7320			0.2670	0.5000	0.7600				
Reliant Gases Est Annual						62,220.00			60,075.00	10,000.00	228,000.00				
Cal-Pacific Carbon Est Annual													920.0000	118,150.00	
Pencco Inc. Est Annual												1.2100	27,600.00		
SNF Polydyne Est Annual			0.9100	0.3250								147,620.00			
Thatcher Co. Est Annual	95,9300	196,4900	4,186.00	76,050.00				124,9700							2,6840
Brenntag Pacific Est Annual	199,534.40	196,490.00			1.6195			134,967.80							53,660.00
Hill Brothers Est Annual							1.1700								
							23,400.00								

Contract Analyst:

*Connie Schneider*

Connie Schneider

Date:

8/20/2015



## Legislation Description

---

**File #: 15-612, Version: 1**

---

**AWARD OF BID IFB 16-01, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM DPC ENTERPRISES**

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

**Purpose and Recommended Action**

This is a request for City Council to award bid IFB 16-01, authorize the Acting City Manager to enter into an agreement, and approve expenditure of funds for the purchase of chemicals from DPC Enterprises (DPC) in an amount not to exceed \$2,500,000 (\$1,000,000 for the initial two-year term and \$1,500,000 for the three one-year extensions).

**Background**

The Water Services Department functions to provide safe and reliable water and wastewater services for City of Glendale residents and businesses. Water production and treatment requires the use of a variety of chemicals to effectively treat surface and ground water for public consumption at the city's four water treatment plants. Wastewater collection and treatment also requires the use of chemicals to effectively treat wastewater to A+ effluent standard for recharge or reuse at the two reclamation facilities.

Chlorine is used as the primary disinfectant in the water treatment process. Sodium hydroxide (25% caustic soda) is used to lower the pH factor in the wastewater treatment process. Sodium hypochlorite (12.5% bleach) is used also as a disinfectant.

**Analysis**

The city's Material Management Division in conjunction with the Water Services Department developed an Invitation for Bid (IFB) for fifteen chemicals. Bid specifications provided for an initial term of agreement for two years with the option to extend at the discretion of the city for three years, in one-year increments. IFB 16-01 was published on July 30, 2015 and seventeen responses were received by the due date of August 18, 2015. The notice of intent to award was sent August 20, 2015. One protest was received and answered.

For the chemicals, sodium hydroxide, chlorine and sodium hypochlorite, DPC submitted the lowest, responsive, and responsible bid.

This action will authorize the Acting City Manager to enter into an agreement with DPC through October 2017, and as needed, extend the agreement through October 2020 and approve the expenditure of funds for an amount not to exceed \$2,500,000 over the term of the agreement.

**Previous Related Council Action**

On June 10, 2014, City Council approved the expenditure of funds for chlorine from DPC Enterprises, L.P. in an amount not to exceed \$125,000 for the FY2014-15.

On April 9, 2013, Council awarded Bid 13-39 and authorized the City Manager to enter into an agreement with DPC in the amount not to exceed \$255,300 to purchase sodium hypochlorite.

**Budget and Financial Impacts**

Funding for the annual amount is available in the Water Services FY 2015-16 operating budget. Annual budget appropriation thereafter is contingent upon Council approval.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$500,000</b>	<b>2360-17160-524600, Arrowhead Reclamation Facility</b>
	<b>2360-17170-524600, West Area Facility</b>
	<b>2400-17250-524600, Pyramid Peak Water Treatment Plant</b>
	<b>2400-17260-524600, Cholla Water Treatment Plant</b>
	<b>2400-17310-524600, Oasis Surface Water Treatment Plant</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?





DPC Enterprises

C-\_\_\_\_\_

# CITY OF GLENDALE MATERIALS MANAGEMENT INVITATION FOR BIDS

**SOLICITATION NUMBER:** IFB 16-01

**PUBLISHED DATE:** JULY 30, 2015

**TITLE:** CHEMICALS FOR WATER / WASTEWATER TREATMENT

**PRE-BID CONFERENCE:** AUGUST 11, 2015 2:00 P.M. LOCAL TIME  
(Attendance Optional) (Glendale City Hall, 5850 West Glendale Avenue, Suite 3B)

**BID DUE DATE AND TIME:** AUGUST 18, 2015 BEFORE 2:00 P.M. LOCAL TIME

Bids for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location prior to the time and date cited. Bids received by the correct time and date will be opened at 2:00 P.M. and the name of each bidder and the amount of the bid will be publicly read.

**SUBMITTAL LOCATION:** City of Glendale  
Materials Management  
5850 West Glendale Avenue, Suite 317  
Glendale, Arizona 85301

Bids must be in the actual possession of Materials Management prior to the time and date, and at the location indicated. Materials Management is located on the third (3<sup>rd</sup>) floor of the Glendale Municipal Complex (City Hall) in the Engineering Department. Bids are accepted from the hours of 8:00 am and 5:00 pm, Monday through Friday, unless otherwise indicated for a holiday. All bids will be received, and time/date stamped at the Engineering Department's front counter. Late Bids will not be considered.

Bids must be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the envelope. See Paragraph 2.2 for additional instructions for preparing a bid.

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

For questions regarding this solicitation contact:  
**Connie Schneider, C.P.M.**  
Materials Management Division  
(623) 930-2868  
[CSchneider@Glendaleaz.com](mailto:CSchneider@Glendaleaz.com)



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER  
TREATMENT**

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

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGES</b>
	<b>NOTICE IFB 16-01</b>	<b>1</b>
	<b>TABLE OF CONTENTS</b>	<b>2</b>
<b>1.0</b>	<b>SPECIFICATIONS</b>	<b>3</b>
<b>2.0</b>	<b>SPECIAL INSTRUCTIONS</b>	<b>4</b>
<b>3.0</b>	<b>SPECIAL TERMS AND CONDITIONS</b>	<b>7</b>
<b>4.0</b>	<b>BIDDER SHEET</b>	<b>14</b>
<b>5.0</b>	<b>BIDDING SCHEDULE</b>	<b>15</b>



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER  
TREATMENT**

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

**1.0 SPECIFICATIONS**

**1.1 INTRODUCTION** - The City of Glendale Water Services Department is requesting bids from qualified bidders for the purchase of various chemicals for the treatment of water and wastewater.

**1.2 GENERAL REQUIREMENTS**

**1.2.1** Orders for chemicals shall be on an as-needed basis and delivered to storage tanks located at any one of the following Water Services Department locations after receipt of order;


**Oasis Water Treatment Plant**  
7070 W Northern Ave  
Glendale, AZ 85303

**Cholla Water Treatment Plant**  
4805 W Cholla  
Glendale, AZ 85304

**Pyramid Peak Water Treatment Plant**  
28101 N. 63rd Ave  
Phoenix, AZ 85083

**1.2.2** Fuel surcharge shall not apply;

**1.2.3** All chemicals shall conform to NSF International Standard 60 and / or appropriate AWWA/ANSI Standards.

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

**2.0 SPECIAL INSTRUCTIONS**

**2.1 RETURN OF BID** One (1) original hard copy. The original bid shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF BID PACKAGE section of this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

**2.2 PREPARATION OF BID PACKAGE** The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

2.2.1 BIDDER SHEET, Section 4.0

2.2.2 BIDDER SCHEDULE, Section 5.0

2.2.3 ADDENDUM, Return all addenda (if applicable).

**2.3 EVALUATION CRITERIA** Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

**2.4 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.

**2.5 ALTERNATE BIDS/EXCEPTIONS**


Bids submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

**2.6 BRAND NAME OR EQUAL** Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.

**2.7 ESTIMATED QUANTITIES** Quantities listed in this solicitation are the City's best estimate. The City may order some, all, more, or none of the individual quantities. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.

**2.8 PROPRIETARY INFORMATION**


Bidders shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Bidder shall not mark any Solicitation Form as proprietary. Pricing

 <p>GLENDALÉ</p>	<p align="center"><b>SOLICITATION NUMBER: IFB 16-01</b></p> <p align="center"><b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b></p>	<p align="center">CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
---	---	--

data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Bidders 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 Bidder with prompt written notice so that Bidder may seek a protective order or other appropriate remedy. The Bidder, 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 Bidder in the event that the City must legally disclose the Proprietary Information.

- 2.9 **INQUIRIES** Any question related to this solicitation shall be directed to the Contract Analyst whose name appears above. Any Bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Bidders are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official Bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.
- 2.10 **ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Bidder as it deems necessary to establish the competence and financial stability of any Bidder submitting a bid.
- 2.11 **PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating Bids.
- 2.12 **EVALUATION LITERATURE**  
Bids submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Bids submitted without this product information may be considered as non-responsive and rejected.
- 2.13 **WITHDRAWAL OF BID** At any time prior to the specified solicitation due date and time, a Bidder may formally withdraw the bid by a written letter, facsimile or electronic mail from the Bidder or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 2.14 **NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS** The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Bidders submitting a bid with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on

 <p>GLENDALÉ</p>	<p><b>SOLICITATION NUMBER: IFB 16-01</b></p> <p><b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b></p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
---	---	---

behalf of the City. Contact includes direct or indirect contact by the Bidder, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.


From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Bidders, 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 IFB. This provision shall not prohibit a Bidder 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 bid of the Bidder to be found in violation and to be rejected.

- 2.15 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing) immediately after the City has completed its evaluation process of the Bids received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

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.

- 2.16 CONFLICT OF INTEREST** The Bidder shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

**3.0 SPECIAL TERMS AND CONDITIONS**


**3.1 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing). Bidders are advised to review all provisions of the General Instructions and Conditions for this solicitation.

**3.2 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All Bids 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 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 Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.


**3.3 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.

**3.4 LIQUIDATED DAMAGES** If the successful Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the successful proposer shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$500.00. The successful Contractor shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of the successful proposer. The City shall determine what is beyond the control of the successful proposer and his supplier.

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

- 3.5 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: <http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF>
- 3.6 PRICE.** All prices quoted shall be firm and fixed for the specified contract period. Supplier price shall include, but is not limited to, travel time, delivery, freight, warranty, etc. Price shall NOT include a fuel surcharge. See the attached Bidder Schedule.
- 3.7 PRICE ADJUSTMENTS** 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.
- 3.8 PRICE REDUCTION.** Bidder shall offer City a price reduction for its products concurrent with a published price reduction made to other municipalities.
- 3.9 DELIVERY.** All deliveries must include Material Safety Data Sheets (MSDS). All prices are F.O.B. Destination and include delivery and unloading at the specific City destinations. Supplier shall provide all necessary equipment, i.e., compressors, hoses and proper connections to transfer chemicals into City storage tanks or facilities and will be held liable for any spillage on City property. Supplier shall retain title and control of all goods until they are delivered and accepted by City. All risk of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by Supplier. City will notify Supplier promptly of all damaged goods and shall assist Supplier in arranging for inspection.
- 3.10 WARRANTIES.** Successful Supplier(s) warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials, which would result in non-compliance with the contract specification, shall be fully corrected by the Supplier (including labor and materials) without cost to the City.
- 3.11 INSPECTION.** All materials and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this contract will be held at Supplier's risk and may be returned to the Supplier or rejected by the City. If returned or rejected, all costs are the responsibility of the Supplier. The City may elect to do any or all:
- 1.2.13 Waive the non-conformance;
  - 1.2.14 Stop the work immediately;
  - 1.2.15 Bring material into compliance.
- This shall be accomplished by a written determination by the City.
- 3.12 PACKING and SHIPPING.** Successful Supplier shall be responsible for industry standard packing which conforms to requirements of carrier's tariffs and Interstate Commerce



	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---


Commission (ICC) regulations. Containers must be clearly marked as to the lot number, destination, address and purchase order number.

- 3.13 **DELIVERY TIME** All deliveries shall be made within **48** hours upon receipt of written notification in the form or a purchase order from the City. All deliveries shall be made within City of Glendale office hours, Monday through Friday, excluding holidays.
- 3.14 **TERM OF AGREEMENT** The term of this agreement shall be for an initial two (2) year period.
- 3.15 **OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement three (3) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager 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.
- 3.16 **CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.
- 3.17 **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.
- 3.18 **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.
- 3.19 **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.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- 1. **Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

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.

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. **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 affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

***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

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

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.

**3.20 WORKERS' COMPENSATION** Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.

**3.21 EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.


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 Materials Management 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 (Section 4.0). In general, the order will be placed using a City Procurement Card.

**3.22 CONTRACT CANCELLATION** The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

**3.22.1** The Contractor provides personnel that do not meet the requirements of the contract.

**3.22.2** The Contractor fails to perform adequately the services required in the contract.

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---


- 3.22.3 The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.
- 3.22.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
- 3.22.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

- a. Cancel the contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Contractor;
- d. In case of default, the City reserves the right to purchase materials or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
  - 1. Deduction from an unpaid balance;
  - 2. Any combination of the above or any other remedies as provided by law.

**3.23 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.

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

**3.24 NON-DISCRIMINATION** By submitting this Bid, 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.

**3.1 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.

By signing the bidder sheet, the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, 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.



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER TREATMENT**

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

4.0

**BIDDER SHEET**

**CONDITIONAL ACCEPTANCE**

**INVITATION FOR BID NO. IFB # 16-01**

**TITLE: CHEMICALS FOR WATER / WASTEWATER TREATMENT**

1. Subject to City Council approval, this notification constitutes a conditional acceptance of your bid to provide the materials listed on the Bidder Schedule. All terms and conditions of the IFB shall apply.
2. The term of the proposed Agreement shall be a two (2) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for three (3) additional years in one (1) year increments based on satisfactory contract performance.
3. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is \_\_\_\_\_.
4. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
5. You are required to sign and return this Acceptance with this Bid. Failure to furnish a signed a copy of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

**OFFER**

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the bid.

Contractor Name: DPC ENTERPRISES Contractor Signature: Chris Haupt

Company Address: 4909 W. PASADENA AVE. Printed Name and Title: CHRIS MAJESTI AREA MANAGER

GLENDALE AZ 85301 Email Address: chaupt@dxgroup.com

Company Federal I.D.: 76-0576882 Telephone No.: 623-930-8015

**ACCEPTANCE OF OFFER**

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature:  
 Printed Name and Title:

Richard A. Bowers, Acting City Manager

Date: \_\_\_\_\_



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER TREATMENT**

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

**5.0 BIDDING SCHEDULE** - Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs.

**Sales tax shall not be included in the Unit Price.**

**5.1 CHEMICAL FOR WATER / WASTERWATER TREATMENT**

Chemical	Performance and/or Quality Requirements	City Annual Estimated Quantity (A)	Unit of Measure	Delivery Package Size	Per Unit Price (B)	Extended Price (A x B)
<u>5.1.1</u> Liquid Aluminum Sulfate	Commercial grade purified liquid aluminum sulfate	2,080	Wet Ton	Bulk	No Bid	No Bid
<u>5.1.2</u> Liquid Aluminum Sulfate	Commercial grade purified liquid aluminum sulfate	1,000	Dry Ton	Bulk	No Bid	No Bid
<u>5.1.3</u> Clarifoc C-6220 Polymer	Polydyne or equivalent	4,600	Pounds	2,300# Tote	No Bid	No Bid
<u>5.1.4</u> Clarifoc C-358 Polymer	Polydyne or equivalent	234,000	Pounds	Bulk	No Bid	No Bid
<u>5.1.5</u> 50% Liquid Sodium Hydroxide (Caustic Soda)	Commercial grade 50% liquid solution	120,000	Gallon	Bulk	\$1.622	\$194,640.00
<u>5.1.6</u> 25% Liquid Sodium Hydroxide (Caustic Soda)	Commercial grade 25% liquid solution	85,000	Gallon	Bulk	\$0.732	\$62,220.00
<u>5.1.7</u> Sodium Bisulfite	40% solution	20,000	Gallon	Bulk	No Bid	No Bid
<u>5.1.8</u> Sodium Chloride	99.9% pure sodium chloride, course size	1,080	Ton	Bulk	No Bid	No Bid
<u>5.1.9</u> Chlorine	2000# Container	225,000	Pound	Bulk	.2670	\$60,075.00
<u>5.1.10</u> Chlorine	150# Cylinder	20,000	Pound	Bulk	.50	\$10,000.00
<u>5.1.11</u> Sodium Hypochlorite	12.50%	300,000	Gallon	Bulk	.7600	\$228,000.00



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER TREATMENT**

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

Chemical	Performance and/or Quality Requirements	City Annual Estimated Quantity	Unit of Measure	Delivery Package Size	Per Unit Price	Extended Price
<u>5.1.12</u> Ferric Chloride	40% liquid	122,000	Gallon	Bulk	No Bid	No Bid
<u>5.1.13</u> Powdered Activated Carbon (PAC)	Carbon must be bituminous coal or hardwood based. Carbon cannot be lignite coal based. Must have ANS/NSF Standard 61 certification and must meet all applicable AWWA standards per the most recent specification B-600.	30	Ton	Bulk	No Bid	No Bid
<u>5.1.14</u> Liquid Carbon Dioxide (Co2)	Refrigerated, liquid, 99.5%+ purity	1,390,000	Pound	Bulk	No Bid	No Bid
<u>5.1.15</u> Hydrofluorosilicic Acid (fluoride)	Minimum 23% for use in potable water treatment	20,000	Gallon	Bulk	No Bid	No Bid

<b>GRAND TOTAL (Item Nos. 5.1.1 through 5.1.15)</b>	<b>\$554,935.00</b>
---	---------------------





**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER TREATMENT**

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

**5.2 TAX AMOUNT** Bidders should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: <u>9.20%</u>	ARIZONA STATE TAX	5.600%
	MARICOPA COUNTY TAX	.700%
	GLENDALE	2.900%
		<u>9.20%</u>


**5.3 DELIVERY** Bidder states Offeror states that all services shall be performed in accordance with IFB specifications.

**5.4 PROCUREMENT CARD ORDERING CAPABILITY** Please check appropriate box.

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

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

Company Name: DPC ENTERPRISES

 <b>GLEND/LE</b>	<b>SOLICITATION ADDENDUM</b>	<b>CITY OF GLENDALE</b> Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-28XX
	Solicitation Number: IFB 16-01      Addendum #1      Page 1 of 1 Solicitation Due Date: August 18, 2015      2:00 p.m. (Local Time)	

**IFB 16-01**

Chemicals for Water / Wastewater Treatment

As a result of the pre-offer conference conducted on August 11, 2015, the following revisions and clarifications have been made to Invitation for Bid No. 16-01:

**1. DELETE Section 5.3 on the BIDDING SCHEDULE, in its entirety and REPLACE WITH**

**DELIVER** Bidder states Offeror states that all services shall be performed in accordance with IFB specifications. YES  NO  (If No answer the following):

Bidder states that all orders shall be delivered within a minimum of \_\_\_\_\_ calendar days after receipt of purchase order, contract release document or written notice to proceed from the City of Glendale.

**NOTE:** Bidders may enter their response to Section 5.3 on this Addendum.

**2. MODIFY Section 3.6 PRICE.**

**CHANGE FROM:** All prices quoted shall be firm and fixed for the specified contract period. Supplier price shall include, but is not limited to, travel time, delivery, freight, warranty, etc. Price shall NOT include a fuel surcharge. See the attached Bidder Schedule.

**CHANGE TO:** All prices quoted shall be firm and fixed for an annual period. Supplier price shall include, but is not limited to, travel time, delivery, freight, warranty, etc. Price shall NOT include a fuel surcharge. See the attached Bidder Schedule.

**COMPANY NAME:** DPC ENTERPRISES

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

Name of Company: DPC ENTERPRISES  
Address: 4909 W. PASADENA AVE, GLENDALE, AZ. 85301  
Authorized Signature: Chris Haupt  
Print Name and Title: CHRIS HAUPT AREA MANAGER



## Notice of Intent to Award

August 20, 2015

To Our Valued Vendors:

**IFB Number: 16-01, Chemicals for Water / Wastewater Treatment**

Thank you all for participating and submitting a bid on the above solicitation. We appreciate your interest in doing business with the City of Glendale and trust that there will be opportunities in the future for your continued participation.

The City has completed its review of the bids received and recommends award for this solicitation to the following vendors. These vendors were determined to be the lowest, most responsive, responsible bid.

**DPC Enterprises  
SNF Polydyne**

**Reliant Gases  
Thatcher Co.**

**Cal Pacific Carbon, Inc  
Brenntag Pacific, Inc.**

**Pennco, Inc  
Hill Brothers**

The bid tabulation is attached for your review. If you have any questions, or would like further information about the award, please contact me on or before August 27, 2015.

Sincerely,

Connie Schneider  
Materials Management Division  
(623) 930-2868  
Email: [CSchneider@glendaleaz.com](mailto:CSchneider@glendaleaz.com)

**IFB 16-01 Chemicals for Water / Wastewater Treatment**

**Final Bid Tab**

City Annual Estimated Quantity (A)	5.1.1	5.1.2	5.1.3	5.1.4	5.1.5	5.1.6	5.1.7	5.1.8	5.1.9	5.1.10	5.1.11	5.1.12	5.1.13	5.1.14	5.1.15
Chemical	Liquid Aluminum Sulfate	Liquid Aluminum Sulfate	Clarifloc C-6220 Polymer	Clarifloc C-358 Polymer	50% Liquid Sodium Hydroxide (Caustic Soda)	25% Liquid Sodium Hydroxide (Caustic Soda)	Sodium Bisulfite	Sodium Chloride	Chlorine (2000#)	Chlorine (150#)	Sodium Hypochlorite	Ferrie Chloride	Powdered Activated Carbon (PAC)	Liquid Carbon Dioxide (Co2)	Hydrofluorosilicic Acid (Gluonde)
DPC Enterprises Est Annual	2,080	1,000	4,600	234,000	120,000	85,000	20,000	1,080	225,000	20,000	300,000	122,000	30	1,390,000	20,000
Reliant Gases Est Annual						0.7320			0.2670	0.5000	0.7600			0.0850	
Cal-Pacific Carbon Est Annual						62,220.00			60,075.00	10,000.00	228,000.00			118,150.00	
Pencoco Inc. Est Annual													920,0000		
SNF Polydyne Est Annual			0.9100	0.3250								1.2100			
Thatcher Co. Est Annual	95,9300	196,4900	4,186.00	76,050.00								147,620.00			
Brenntag Pacific Est Annual	199,534.40	196,490.00						124,9700							2,6840
Hill Brothers Est Annual								134,967.60							53,680.00
							1.1700								
							23,400.00								

Contract Analyst:

*Connie Schneider*

Connie Schneider

Date: 8/20/2015



## Legislation Description

---

**File #: 15-613, Version: 1**

---

**AWARD OF BID IFB 16-01, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM PENCCO, INC.**

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

**Purpose and Recommended Action**

This is a request for City Council to award bid IFB 16-01, authorize the Acting City Manager to enter into an agreement, and approve expenditure of funds for the purchase of chemicals from Pencco, Inc. (Pencco) in an amount not to exceed \$1,250,000 (\$500,000 for the initial two-year term and \$750,000 for the three one-year extensions).

**Background**

The Water Services Department functions to provide safe and reliable water and wastewater services for City of Glendale residents and businesses. Water production and treatment requires the use of a variety of chemicals to effectively treat surface and ground water for public consumption at the city's four water treatment plants. Wastewater collection and treatment also requires the use of chemicals to effectively treat wastewater to A+ effluent standard for recharge or reuse at the two reclamation facilities.

Ferric chloride is used in the water treatment process as a coagulant to settle particulates in raw water.

**Analysis**

The city's Material Management Division in conjunction with the Water Services Department developed an Invitation for Bid (IFB) for fifteen chemicals. Bid specifications provided for an initial term of agreement for two years with the option to extend at the discretion of the city for three years, in one-year increments. IFB 16-01 was published on July 30, 2015 and seventeen responses were received by the due date of August 18, 2015. The notice of intent to award was sent August 20, 2015. One protest was received and answered.

For the chemical, ferric chloride, Pencco submitted the lowest, responsive, and responsible bid.

This action will authorize the Acting City Manager to enter into an agreement with Pencco through October 2017, and as needed, extend the agreement through October 2020 and approve the expenditure of funds for an amount not to exceed \$1,250,000 over the term of the agreement.

**Previous Related Council Action**

On June 10, 2014, City Council approved the expenditure of funds for ferric chloride from Kemira Water Solutions, Inc. in an amount not to exceed \$200,000 for the FY2014-15.

**Budget and Financial Impacts**

Funding for the annual amount is available in the Water Services FY 2015-16 operating budget. Annual budget appropriation thereafter is contingent upon Council approval.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$250,000</b>	<b>2400-17250-524600, Pyramid Peak Water Treatment Plant</b>
	<b>2400-17310-524600, Oasis Surface Water Treatment Plant</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



PENNCO, INC.

C-\_\_\_\_\_

**CITY OF GLENDALE  
MATERIALS MANAGEMENT  
INVITATION FOR BIDS**

**SOLICITATION NUMBER:** IFB 16-01

**PUBLISHED DATE:** JULY 30, 2015

**TITLE:** CHEMICALS FOR WATER / WASTEWATER TREATMENT

**PRE-BID CONFERENCE:** AUGUST 11, 2015 2:00 P.M. LOCAL TIME  
(Attendance Optional) (Glendale City Hall, 5850 West Glendale Avenue, Suite 3B)

**BID DUE DATE AND TIME:** AUGUST 18, 2015 BEFORE 2:00 P.M. LOCAL TIME

Bids for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location prior to the time and date cited. Bids received by the correct time and date will be opened at 2:00 P.M. and the name of each bidder and the amount of the bid will be publicly read.


**SUBMITTAL LOCATION:** City of Glendale  
Materials Management  
5850 West Glendale Avenue, Suite 317  
Glendale, Arizona 85301

Bids must be in the actual possession of Materials Management prior to the time and date, and at the location indicated. Materials Management is located on the third (3<sup>rd</sup>) floor of the Glendale Municipal Complex (City Hall) in the Engineering Department. Bids are accepted from the hours of 8:00 am and 5:00 pm, Monday through Friday, unless otherwise indicated for a holiday. All bids will be received, and time/date stamped at the Engineering Department's front counter. Late Bids will not be considered.

Bids must be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the envelope. See Paragraph 2.2 for additional instructions for preparing a bid.

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**


For questions regarding this solicitation contact:  
**Connie Schneider, C.P.M.**  
Materials Management Division  
(623) 930-2868  
[CSchneider@Glendaleaz.com](mailto:CSchneider@Glendaleaz.com)

	<p align="center"><b>SOLICITATION NUMBER: IFB 16-01</b></p> <p align="center"><b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b></p>	<p><b>CITY OF GLENDALE</b>  <b>Materials Management</b>  <b>5850 West Glendale</b>  <b>Avenue, Suite 317</b>  <b>Glendale, Arizona 85301</b></p>
---	---	--

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGES</b>
	<b>NOTICE IFB 16-01</b>	<b>1</b>
	<b>TABLE OF CONTENTS</b>	<b>2</b>
<b>1.0</b>	<b>SPECIFICATIONS</b>	<b>3</b>
<b>2.0</b>	<b>SPECIAL INSTRUCTIONS</b>	<b>4</b>
<b>3.0</b>	<b>SPECIAL TERMS AND CONDITIONS</b>	<b>7</b>
<b>4.0</b>	<b>BIDDER SHEET</b>	<b>14</b>
<b>5.0</b>	<b>BIDDING SCHEDULE</b>	<b>15</b>



	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

**1.0 SPECIFICATIONS**

**1.1 INTRODUCTION** - The City of Glendale Water Services Department is requesting bids from qualified bidders for the purchase of various chemicals for the treatment of water and wastewater.

**1.2 GENERAL REQUIREMENTS**

**1.2.1** Orders for chemicals shall be on an as-needed basis and delivered to storage tanks located at any one of the following Water Services Department locations after receipt of order;


**Oasis Water Treatment Plant**  
7070 W Northern Ave  
Glendale, AZ 85303

**Cholla Water Treatment Plant**  
4805 W Cholla  
Glendale, AZ 85304

**Pyramid Peak Water Treatment Plant**  
28101 N. 63rd Ave  
Phoenix, AZ 85083

**1.2.2** Fuel surcharge shall not apply;

**1.2.3** All chemicals shall conform to NSF International Standard 60 and / or appropriate AWWA/ANSI Standards.

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

**2.0 SPECIAL INSTRUCTIONS**

**2.1 RETURN OF BID** One (1) original hard copy. The original bid shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF BID PACKAGE section of this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

**2.2 PREPARATION OF BID PACKAGE** The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

2.2.1 BIDDER SHEET, Section 4.0

2.2.2 BIDDER SCHEDULE, Section 5.0

2.2.3 ADDENDUM, Return all addenda (if applicable).

**2.3 EVALUATION CRITERIA** Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

**2.4 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.

**2.5 ALTERNATE BIDS/EXCEPTIONS**


Bids submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

**2.6 BRAND NAME OR EQUAL** Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.

**2.7 ESTIMATED QUANTITIES** Quantities listed in this solicitation are the City's best estimate. The City may order some, all, more, or none of the individual quantities. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.

**2.8 PROPRIETARY INFORMATION**


Bidders shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Bidder shall not mark any Solicitation Form as proprietary. Pricing

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Bidders 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 Bidder with prompt written notice so that Bidder may seek a protective order or other appropriate remedy. The Bidder, 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 Bidder in the event that the City must legally disclose the Proprietary Information.

- 2.9 **INQUIRIES** Any question related to this solicitation shall be directed to the Contract Analyst whose name appears above. Any Bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Bidders are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official Bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.
- 2.10 **ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Bidder as it deems necessary to establish the competence and financial stability of any Bidder submitting a bid.
- 2.11 **PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating Bids.
- 2.12 **EVALUATION LITERATURE**  
Bids submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Bids submitted without this product information may be considered as non-responsive and rejected.
- 2.13 **WITHDRAWAL OF BID** At any time prior to the specified solicitation due date and time, a Bidder may formally withdraw the bid by a written letter, facsimile or electronic mail from the Bidder or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 2.14 **NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS** The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Bidders submitting a bid with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

behalf of the City. Contact includes direct or indirect contact by the Bidder, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.


From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Bidders, 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 IFB. This provision shall not prohibit a Bidder 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 bid of the Bidder to be found in violation and to be rejected.

- 2.15 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing) immediately after the City has completed its evaluation process of the Bids received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

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.

- 2.16 CONFLICT OF INTEREST** The Bidder shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

**3.0 SPECIAL TERMS AND CONDITIONS**


**3.1 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City’s Materials Management Internet home page, [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing). Bidders are advised to review all provisions of the General Instructions and Conditions for this solicitation.

**3.2 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All Bids 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 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 Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor’s sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

**3.3 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.

**3.4 LIQUIDATED DAMAGES** If the successful Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the successful proposer shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$500.00. The successful Contractor shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of the successful proposer. The City shall determine what is beyond the control of the successful proposer and his supplier.

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

- 3.5 **COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: <http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF>
- 3.6 **PRICE**. All prices quoted shall be firm and fixed for the specified contract period. Supplier price shall include, but is not limited to, travel time, delivery, freight, warranty, etc. Price shall NOT include a fuel surcharge. See the attached Bidder Schedule.
- 3.7 **PRICE ADJUSTMENTS** 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.
- 3.8 **PRICE REDUCTION**. Bidder shall offer City a price reduction for its products concurrent with a published price reduction made to other municipalities.
- 3.9 **DELIVERY**. All deliveries must include Material Safety Data Sheets (MSDS). All prices are F.O.B. Destination and include delivery and unloading at the specific City destinations. Supplier shall provide all necessary equipment, i.e., compressors, hoses and proper connections to transfer chemicals into City storage tanks or facilities and will be held liable for any spillage on City property. Supplier shall retain title and control of all goods until they are delivered and accepted by City. All risk of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by Supplier. City will notify Supplier promptly of all damaged goods and shall assist Supplier in arranging for inspection.
- 3.10 **WARRANTIES**. Successful Supplier(s) warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials, which would result in non-compliance with the contract specification, shall be fully corrected by the Supplier (including labor and materials) without cost to the City.
- 3.11 **INSPECTION**. All materials and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this contract will be held at Supplier's risk and may be returned to the Supplier or rejected by the City. If returned or rejected, all costs are the responsibility of the Supplier. The City may elect to do any or all:
- 1.2.13 Waive the non-conformance;
  - 1.2.14 Stop the work immediately;
  - 1.2.15 Bring material into compliance.
- This shall be accomplished by a written determination by the City.
- 3.12 **PACKING and SHIPPING**. Successful Supplier shall be responsible for industry standard packing which conforms to requirements of carrier's tariffs and Interstate Commerce

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---


Commission (ICC) regulations. Containers must be clearly marked as to the lot number, destination, address and purchase order number.

- 3.13 **DELIVERY TIME** All deliveries shall be made within **48** hours upon receipt of written notification in the form or a purchase order from the City. All deliveries shall be made within City of Glendale office hours, Monday through Friday, excluding holidays.
- 3.14 **TERM OF AGREEMENT** The term of this agreement shall be for an initial two (2) year period.
- 3.15 **OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement three (3) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager 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.
- 3.16 **CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.
- 3.17 **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.
- 3.18 **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.
- 3.19 **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.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- 1. **Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

- 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.
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. **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 affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.


***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



	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

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.

- 3.20 WORKERS' COMPENSATION** Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.

- 3.21 EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.


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 Materials Management 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 (Section 4.0). In general, the order will be placed using a City Procurement Card.

- 3.22 CONTRACT CANCELLATION** The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

**3.22.1** The Contractor provides personnel that do not meet the requirements of the contract.

**3.22.2** The Contractor fails to perform adequately the services required in the contract.

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---


- 3.22.3 The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.
- 3.22.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
- 3.22.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

- a. Cancel the contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Contractor;
- d. In case of default, the City reserves the right to purchase materials or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
  - 1. Deduction from an unpaid balance;
  - 2. Any combination of the above or any other remedies as provided by law.

**3.23 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.

	<b>SOLICITATION NUMBER: IFB 16-01</b>  <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

**3.24 NON-DISCRIMINATION** By submitting this Bid, 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.

**3.1 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.

By signing the bidder sheet, the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, 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.



## Notice of Intent to Award

**August 20, 2015**

To Our Valued Vendors:

**IFB Number: 16-01, Chemicals for Water / Wastewater Treatment**

Thank you all for participating and submitting a bid on the above solicitation. We appreciate your interest in doing business with the City of Glendale and trust that there will be opportunities in the future for your continued participation.

The City has completed its review of the bids received and recommends award for this solicitation to the following vendors. These vendors were determined to be the lowest, most responsive, responsible bid.

**DPC Enterprises  
SNF Polydyne**

**Reliant Gases  
Thatcher Co.**

**Cal Pacific Carbon, Inc  
Brenntag Pacific, Inc.**

**Pennco, Inc  
Hill Brothers**

The bid tabulation is attached for your review. If you have any questions, or would like further information about the award, please contact me on or before August 27, 2015.

Sincerely,

Connie Schneider  
Materials Management Division  
(623) 930-2868  
Email: [CSchneider@glendaleaz.com](mailto:CSchneider@glendaleaz.com)

IFB 16-01 Chemicals for Water / Wastewater Treatment

Final Bid Tab

City Annual Estimated Quantity (A)	5.1.1	5.1.2	5.1.3	5.1.4	5.1.5	5.1.6	5.1.7	5.1.8	5.1.9	5.1.10	5.1.11	5.1.12	5.1.13	5.1.14	5.1.15
Chemical	Liquid Aluminum Sulfate	Liquid Aluminum Sulfate	Clarifloc C-6220 Polymer	Clarifloc C-358 Polymer	50% Liquid Sodium Hydroxide (Causitic Soda)	25% Liquid Sodium Hydroxide (Causitic Soda)	Sodium Bisulfite	Sodium Chloride	Chlorine (2000#)	Chlorine (150#)	Sodium Hypoehlorite	Ferrie Chloride	Powdered Activated Carbon (PAC)	Liquid Carbon Dioxide (Co2)	Hydrofluorosilicic Acid (Fluoride)
DPC Enterprises Est Annual	2,080	1,000	4,600	234,000	120,000	85,000	20,000	1,080	225,000	20,000	300,000	122,000	30	1,390,000	20,000
Reliant Gases Est Annual						0.7320			0.2670	0.5000	0.7600				
Cal-Pacific Carbon Est Annual						62,220.00			60,075.00	10,000.00	228,000.00			0.0850	
Pencoc Inc. Est Annual												1.2100	27,600.00	118,150.00	
SNF Polydyne Est Annual			0.8100	0.3250								147,620.00			
Thatcher Co. Est Annual	95.9300	196.4900	4,186.00	76,060.00											
Brenntag Pacific Est Annual	199,534.40	196,490.00			1.6185			124.9700							2,6840
Hill Brothers Est Annual					194,340.00		1,1700	134,967.60							53,680.00
							23,400.00								

Contract Analyst:

*Connie Schneider*  
Connie Schneider

Date: 8/20/2015



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER TREATMENT**

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

4.0

**BIDDER SHEET**

**CONDITIONAL ACCEPTANCE**

**INVITATION FOR BID NO. IFB # 16-01**  
**TITLE: CHEMICALS FOR WATER / WASTEWATER TREATMENT**

1. Subject to City Council approval, this notification constitutes a conditional acceptance of your bid to provide the materials listed on the Bidder Schedule. All terms and conditions of the IFB shall apply.
2. The term of the proposed Agreement shall be a two (2) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for three (3) additional years in one (1) year increments based on satisfactory contract performance.
3. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is \_\_\_\_\_.
4. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
5. You are required to sign and return this Acceptance with this Bid. Failure to furnish a signed a copy of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

**OFFER**

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the bid.


Contractor Name: Pencco, Inc. Contractor Signature: *Sarah Duffy*  
 Company Address: P.O. Box 600 Printed Name and Title: Sarah Duffy, Bid Sec.  
San Felipe, TX 77473 Email Address: sarah@pencco.com  
 Company Federal I.D.: 74-2333384 Telephone No.: 979-885-0005

**ACCEPTANCE OF OFFER**

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature: \_\_\_\_\_  
 Printed Name and Title: Richard A. Bowers, Acting City Manager

Date: \_\_\_\_\_

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	---

**5.0 BIDDING SCHEDULE** - Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs.

**Sales tax shall not be included in the Unit Price.**

<b>5.1 CHEMICAL FOR WATER / WASTERWATER TREATMENT</b>						
<b>Chemical</b>	<b>Performance and/or Quality Requirements</b>	<b>City Annual Estimated Quantity (A)</b>	<b>Unit of Measure</b>	<b>Delivery Package Size</b>	<b>Per Unit Price (B)</b>	<b>Extended Price (A x B)</b>
<b>5.1.1</b> Liquid Aluminum Sulfate	Commercial grade purified liquid aluminum sulfate	2,080	Wet Ton	Bulk	No Bid	
<b>5.1.2</b> Liquid Aluminum Sulfate	Commercial grade purified liquid aluminum sulfate	1,000	Dry Ton	Bulk	No Bid	
<b>5.1.3</b> Clarifoc C-6220 Polymer	Polydyne or equivalent	4,600	Pounds	2,300# Tote	No Bid	
<b>5.1.4</b> Clarifoc C-358 Polymer	Polydyne or equivalent	234,000	Pounds	Bulk	No Bid	
<b>5.1.5</b> 50% Liquid Sodium Hydroxide (Caustic Soda)	Commercial grade 50% liquid solution	120,000	Gallon	Bulk	No Bid	
<b>5.1.6</b> 25% Liquid Sodium Hydroxide (Caustic Soda)	Commercial grade 25% liquid solution	85,000	Gallon	Bulk	No Bid	
<b>5.1.7</b> Sodium Bisulfite	40% solution	20,000	Gallon	Bulk	No Bid	
<b>5.1.8</b> Sodium Chloride	99.9% pure sodium chloride, course size	1,080	Ton	Bulk	No Bid	
<b>5.1.9</b> Chlorine	2000# Container	225,000	Pound	Bulk	No Bid	
<b>5.1.10</b> Chlorine	150# Cylinder	20,000	Pound	Bulk	No Bid	
<b>5.1.11</b> Sodium Hypochlorite	12.50%	300,000	Gallon	Bulk	No Bid	




**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER TREATMENT**

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

Chemical	Performance and/or Quality Requirements	City Annual Estimated Quantity	Unit of Measure	Delivery Package Size	Per Unit Price	Extended Price
<u>5.1.12</u> Ferric Chloride	40% liquid	122,000	Gallon	Bulk	\$1.21	\$147,620.00
<u>5.1.13</u> Powdered Activated Carbon (PAC)	Carbon must be bituminous coal or hardwood based. Carbon cannot be lignite coal based. Must have ANS/NSF Standard 61 certification and must meet all applicable AWWA standards per the most recent specification B-600.	30	Ton	Bulk	No Bid	
<u>5.1.14</u> Liquid Carbon Dioxide (Co2)	Refrigerated, liquid, 99.5%+ purity	1,390,000	Pound	Bulk	No Bid	
<u>5.1.15</u> Hydrofluorosilicic Acid (fluoride)	Minimum 23% for use in potable water treatment	20,000	Gallon	Bulk	No Bid	

<b>GRAND TOTAL (Item Nos. 5.1.1 through 5.1.15)</b>	\$ 147,620.00
---	---------------



	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	--

**5.2 TAX AMOUNT** Bidders should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: N/A %

**5.3 DELIVERY** Bidder states Offeror states that all services shall be performed in accordance with IFB specifications.

**5.4 PROCUREMENT CARD ORDERING CAPABILITY** Please check appropriate box.

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

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

Company Name: Pencco, Inc.



PO Box 600 San Felipe, Texas 77473  
(979) 885-0005 Fax: (979) 885-3208

---

## BOARD OF DIRECTORS MEETING

Prior Notice was waived and a meeting of the Directors was held on August 15, 2014. The following resolution was adopted in respects to the official signing of bids on behalf of Pencco, Inc.

BE IT RESOLVED by the Board of Directors of Pencco, Inc. in a meeting duly assembled that Monica Avila, former Bid Secretary of the Corporation, no longer has authority to negotiate for and sign any bid proposals and/or contracts on behalf of the Corporation.

BE IT FURTHER RESOLVED that Sarah Duffy, Bid Secretary, of the Corporation has authority to negotiate for and sign any bid proposals and/or contracts which the Corporation might enter into for the furnishing of services for the Corporation under such terms, conditions, and stipulations, and for such consideration as she may deem to be in the best interest of the Corporation.

No further business was necessary and the meeting was concluded.

Ron L. Horne, President



## Legislation Description

---

**File #: 15-614, Version: 1**

---

**AWARD OF BID IFB 16-01, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM BRENNTAG PACIFIC, INC.**

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

**Purpose and Recommended Action**

This is a request for City Council to award bid IFB 16-01, authorize the Acting City Manager to enter into an agreement, and approve expenditure of funds for the purchase of chemicals from Brenntag Pacific, Inc. (Brenntag) in an amount not to exceed \$1,250,000 (\$500,000 for the initial two-year term and \$750,000 for the three one-year extensions).

**Background**

The Water Services Department functions to provide safe and reliable water and wastewater services for City of Glendale residents and businesses. Water production and treatment requires the use of a variety of chemicals to effectively treat surface and ground water for public consumption at the city's four water treatment plants. Wastewater collection and treatment also requires the use of chemicals to effectively treat wastewater to A+ effluent standard for recharge or reuse at the two reclamation facilities.

Sodium hydroxide (50% caustic soda) is used in the water treatment process for pH factor adjustments in processing in raw water.

**Analysis**

The city's Material Management Division in conjunction with the Water Services Department developed an Invitation for Bid (IFB) for fifteen chemicals. Bid specifications provided for an initial term of agreement for two years with the option to extend at the discretion of the city for three years, in one-year increments. IFB 16-01 was published on July 30, 2015 and seventeen responses were received by the due date of August 18, 2015. The notice of intent to award was sent August 20, 2015. One protest was received and answered.

For the chemical, 50% caustic soda, Brenntag, submitted the lowest, responsive, and responsible bid.

This action will authorize the Acting City Manager to enter into an agreement with Brenntag through October 2017, and as needed, extend the agreement through October 2020 and approve the expenditure of funds for an amount not to exceed \$1,250,000 over the term of the agreement.

**Previous Related Council Action**

On June 10, 2014, City Council approved the expenditure of funds for caustic soda and fluoride from Thatcher

Company in an amount not to exceed \$249,648 for the FY2014-15.

**Budget and Financial Impacts**

Funding for the annual amount is available in the Water Services FY 2015-16 operating budget. Annual budget appropriation thereafter is contingent upon Council approval.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$250,000</b>	<b>2400-17250-524600, Pyramid Peak Water Treatment Plant</b>
	<b>2400-17260-524600, Cholla Water Treatment Plant</b>
	<b>2400-17310-524600, Oasis Surface Water Treatment Plant</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



BRENNTAG PACIFIC C- \_\_\_\_\_  
**CITY OF GLENDALE  
MATERIALS MANAGEMENT  
INVITATION FOR BIDS**

**SOLICITATION NUMBER:** IFB 16-01  
**PUBLISHED DATE:** JULY 30, 2015  
**TITLE:** CHEMICALS FOR WATER / WASTEWATER TREATMENT  
**PRE-BID CONFERENCE:** AUGUST 11, 2015 2:00 P.M. LOCAL TIME  
(Attendance Optional) (Glendale City Hall, 5850 West Glendale Avenue, Suite 3B)  
**BID DUE DATE AND TIME:** AUGUST 18, 2015 BEFORE 2:00 P.M. LOCAL TIME

Bids for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location prior to the time and date cited. Bids received by the correct time and date will be opened at 2:00 P.M. and the name of each bidder and the amount of the bid will be publicly read.

**SUBMITTAL LOCATION:** City of Glendale  
Materials Management  
5850 West Glendale Avenue, Suite 317  
Glendale, Arizona 85301

Bids must be in the actual possession of Materials Management prior to the time and date, and at the location indicated. Materials Management is located on the third (3<sup>rd</sup>) floor of the Glendale Municipal Complex (City Hall) in the Engineering Department. Bids are accepted from the hours of 8:00 am and 5:00 pm, Monday through Friday, unless otherwise indicated for a holiday. All bids will be received, and time/date stamped at the Engineering Department's front counter. Late Bids will not be considered.

Bids must be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the envelope. See Paragraph 2.2 for additional instructions for preparing a bid.

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

For questions regarding this solicitation contact:  
**Connie Schneider, C.P.M.**  
**Materials Management Division**  
**(623) 930-2868**  
**CSchneider@Glendaleaz.com**



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER  
TREATMENT**

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

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGES</b>
	<b>NOTICE IFB 16-01</b>	<b>1</b>
	<b>TABLE OF CONTENTS</b>	<b>2</b>
<b>1.0</b>	<b>SPECIFICATIONS</b>	<b>3</b>
<b>2.0</b>	<b>SPECIAL INSTRUCTIONS</b>	<b>4</b>
<b>3.0</b>	<b>SPECIAL TERMS AND CONDITIONS</b>	<b>7</b>
<b>4.0</b>	<b>BIDDER SHEET</b>	<b>14</b>
<b>5.0</b>	<b>BIDDING SCHEDULE</b>	<b>15</b>



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER  
TREATMENT**

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

**1.0 SPECIFICATIONS**

**1.1 INTRODUCTION** - The City of Glendale Water Services Department is requesting bids from qualified bidders for the purchase of various chemicals for the treatment of water and wastewater.

**1.2 GENERAL REQUIREMENTS**

**1.2.1** Orders for chemicals shall be on an as-needed basis and delivered to storage tanks located at any one of the following Water Services Department locations after receipt of order;


**Oasis Water Treatment Plant**  
7070 W Northern Ave  
Glendale, AZ 85303

**Cholla Water Treatment Plant**  
4805 W Cholla  
Glendale, AZ 85304

**Pyramid Peak Water Treatment Plant**  
28101 N. 63rd Ave  
Phoenix, AZ 85083

**1.2.2** Fuel surcharge shall not apply;

**1.2.3** All chemicals shall conform to NSF International Standard 60 and / or appropriate AWWA/ANSI Standards.

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

**2.0 SPECIAL INSTRUCTIONS**

**2.1 RETURN OF BID** One (1) original hard copy. The original bid shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF BID PACKAGE section of this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

**2.2 PREPARATION OF BID PACKAGE** The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

2.2.1 BIDDER SHEET, Section 4.0

2.2.2 BIDDER SCHEDULE, Section 5.0

2.2.3 ADDENDUM, Return all addenda (if applicable).

**2.3 EVALUATION CRITERIA** Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

**2.4 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.

**2.5 ALTERNATE BIDS/EXCEPTIONS**

Bids submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

**2.6 BRAND NAME OR EQUAL** Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.

**2.7 ESTIMATED QUANTITIES** Quantities listed in this solicitation are the City's best estimate. The City may order some, all, more, or none of the individual quantities. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.

**2.8 PROPRIETARY INFORMATION**

Bidders shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Bidder shall not mark any Solicitation Form as proprietary. Pricing






**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER  
TREATMENT**

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

data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Bidders 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 Bidder with prompt written notice so that Bidder may seek a protective order or other appropriate remedy. The Bidder, 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 Bidder in the event that the City must legally disclose the Proprietary Information.

- 2.9 **INQUIRIES** Any question related to this solicitation shall be directed to the Contract Analyst whose name appears above. Any Bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Bidders are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official Bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.
- 2.10 **ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Bidder as it deems necessary to establish the competence and financial stability of any Bidder submitting a bid.
- 2.11 **PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating Bids.
- 2.12 **EVALUATION LITERATURE**  
Bids submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Bids submitted without this product information may be considered as non-responsive and rejected.
- 2.13 **WITHDRAWAL OF BID** At any time prior to the specified solicitation due date and time, a Bidder may formally withdraw the bid by a written letter, facsimile or electronic mail from the Bidder or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 2.14 **NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS** The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Bidders submitting a bid with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

behalf of the City. Contact includes direct or indirect contact by the Bidder, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.

From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Bidders, 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 IFB. This provision shall not prohibit a Bidder 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 bid of the Bidder to be found in violation and to be rejected.

- 2.15 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing) immediately after the City has completed its evaluation process of the Bids received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

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.

- 2.16 CONFLICT OF INTEREST** The Bidder shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER  
TREATMENT**

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

**3.0 SPECIAL TERMS AND CONDITIONS**


**3.1 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing). Bidders are advised to review all provisions of the General Instructions and Conditions for this solicitation.

**3.2 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All Bids 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 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 Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

**3.3 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.

**3.4 LIQUIDATED DAMAGES** If the successful Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the successful proposer shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$500.00. The successful Contractor shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of the successful proposer. The City shall determine what is beyond the control of the successful proposer and his supplier.

 <p>GLENDALE</p>	<p align="center"><b>SOLICITATION NUMBER: IFB 16-01</b></p> <p align="center"><b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b></p>	<p align="center">CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
---	---	--

- 3.5 **COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: <http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF>
- 3.6 **PRICE**. All prices quoted shall be firm and fixed for the specified contract period. Supplier price shall include, but is not limited to, travel time, delivery, freight, warranty, etc. Price shall NOT include a fuel surcharge. See the attached Bidder Schedule.
- 3.7 **PRICE ADJUSTMENTS** 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.
- 3.8 **PRICE REDUCTION**. Bidder shall offer City a price reduction for its products concurrent with a published price reduction made to other municipalities.
- 3.9 **DELIVERY**. All deliveries must include Material Safety Data Sheets (MSDS). All prices are F.O.B. Destination and include delivery and unloading at the specific City destinations. Supplier shall provide all necessary equipment, i.e., compressors, hoses and proper connections to transfer chemicals into City storage tanks or facilities and will be held liable for any spillage on City property. Supplier shall retain title and control of all goods until they are delivered and accepted by City. All risk of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by Supplier. City will notify Supplier promptly of all damaged goods and shall assist Supplier in arranging for inspection.
- 3.10 **WARRANTIES**. Successful Supplier(s) warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials, which would result in non-compliance with the contract specification, shall be fully corrected by the Supplier (including labor and materials) without cost to the City.
- 3.11 **INSPECTION**. All materials and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this contract will be held at Supplier's risk and may be returned to the Supplier or rejected by the City. If returned or rejected, all costs are the responsibility of the Supplier. The City may elect to do any or all:
- 1.2.13 Waive the non-conformance;
  - 1.2.14 Stop the work immediately;
  - 1.2.15 Bring material into compliance.
- This shall be accomplished by a written determination by the City.
- 3.12 **PACKING and SHIPPING**. Successful Supplier shall be responsible for industry standard packing which conforms to requirements of carrier's tariffs and Interstate Commerce

 <p>GLENDALÉ</p>	<p align="center"><b>SOLICITATION NUMBER: IFB 16-01</b></p> <p align="center"><b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b></p>	<p align="center">CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
---	---	--


Commission (ICC) regulations. Containers must be clearly marked as to the lot number, destination, address and purchase order number.

- 3.13 **DELIVERY TIME** All deliveries shall be made within **48** hours upon receipt of written notification in the form or a purchase order from the City. All deliveries shall be made within City of Glendale office hours, Monday through Friday, excluding holidays.
- 3.14 **TERM OF AGREEMENT** The term of this agreement shall be for an initial two (2) year period.
- 3.15 **OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement three (3) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager 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.
- 3.16 **CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.
- 3.17 **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.
- 3.18 **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.
- 3.19 **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.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- 1. **Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

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.

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. **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 affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

***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

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

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.

**3.20 WORKERS' COMPENSATION** Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.

**3.21 EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.


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 Materials Management 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 (Section 4.0). In general, the order will be placed using a City Procurement Card.

**3.22 CONTRACT CANCELLATION** The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

**3.22.1** The Contractor provides personnel that do not meet the requirements of the contract.

**3.22.2** The Contractor fails to perform adequately the services required in the contract.

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

- 3.22.3 The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.
- 3.22.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
- 3.22.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.


If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

- a. Cancel the contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Contractor;
- d. In case of default, the City reserves the right to purchase materials or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
  - 1. Deduction from an unpaid balance;
  - 2. Any combination of the above or any other remedies as provided by law.

**3.23 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.



	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

**3.24 NON-DISCRIMINATION** By submitting this Bid, 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.

**3.1 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.

By signing the bidder sheet, the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, 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.



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER TREATMENT**

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

**4.0 BIDDER SHEET**

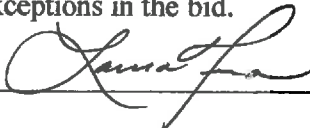
**CONDITIONAL ACCEPTANCE**

**INVITATION FOR BID NO. IFB # 16-01**  
**TITLE: CHEMICALS FOR WATER / WASTEWATER TREATMENT**

1. Subject to City Council approval, this notification constitutes a conditional acceptance of your bid to provide the materials listed on the Bidder Schedule. All terms and conditions of the IFB shall apply.
2. The term of the proposed Agreement shall be a two (2) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for three (3) additional years in one (1) year increments based on satisfactory contract performance.
3. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is \_\_\_\_\_.
4. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
5. You are required to sign and return this Acceptance with this Bid. Failure to furnish a signed a copy of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

**OFFER**

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the bid.

Contractor Name: Brenntag Pacific, Inc. Contractor Signature:   
 Company Address: 10747 Patterson Place Printed Name and Title: Laura Tua, Bid Specialist  
Santa Fe Springs, CA 90670 Email Address: Ltua@brenntag.com  
 Company Federal I.D.: 20-0552611 Telephone No.: (562) 903-9626

**ACCEPTANCE OF OFFER**

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature: \_\_\_\_\_  
 Printed Name and Title: Richard A. Bowers, Acting City Manager

Date: \_\_\_\_\_



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER TREATMENT**

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

**5.0 BIDDING SCHEDULE** - Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs.

**Sales tax shall not be included in the Unit Price.**

<b>5.1 CHEMICAL FOR WATER / WASTERWATER TREATMENT</b>						
<b>Chemical</b>	<b>Performance and/or Quality Requirements</b>	<b>City Annual Estimated Quantity (A)</b>	<b>Unit of Measure</b>	<b>Delivery Package Size</b>	<b>Per Unit Price (B)</b>	<b>Extended Price (A x B)</b>
<b>5.1.1</b> Liquid Aluminum Sulfate	Commercial grade purified liquid aluminum sulfate	2,080	Wet Ton	Bulk		no bid
<b>5.1.2</b> Liquid Aluminum Sulfate	Commercial grade purified liquid aluminum sulfate	1,000	Dry Ton	Bulk		no bid
<b>5.1.3</b> Clarifoc C-6220 Polymer	Polydyne or equivalent	4,600	Pounds	2,300# Tote		no bid
<b>5.1.4</b> Clarifoc C-358 Polymer	Polydyne or equivalent	234,000	Pounds	Bulk		no bid
<b>5.1.5</b> 50% Liquid Sodium Hydroxide (Caustic Soda)	Commercial grade 50% liquid solution	120,000	Gallon	Bulk	<b>\$1.6195</b>	<b>\$194,340</b>
<b>5.1.6</b> 25% Liquid Sodium Hydroxide (Caustic Soda)	Commercial grade 25% liquid solution	85,000	Gallon	Bulk	<b>\$ 0.84</b>	<b>\$71,400</b>
<b>5.1.7</b> Sodium Bisulfite	40% solution	20,000	Gallon	Bulk	<b>\$1.4567</b>	<b>\$29,134</b>
<b>5.1.8</b> Sodium Chloride	99.9% pure sodium chloride, course size	1,080	Ton	Bulk		no bid
<b>5.1.9</b> Chlorine	2000# Container	225,000	Pound	Bulk		no bid
<b>5.1.10</b> Chlorine	150# Cylinder	20,000	Pound	Bulk		no bid
<b>5.1.11</b> Sodium Hypochlorite	12.50%	300,000	Gallon	Bulk		no bid



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER TREATMENT**

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

Chemical	Performance and/or Quality Requirements	City Annual Estimated Quantity	Unit of Measure	Delivery Package Size	Per Unit Price	Extended Price
<b>5.1.12</b> Ferric Chloride	40% liquid	122,000	Gallon	Bulk		no bid
<b>5.1.13</b> Powdered Activated Carbon (PAC)	Carbon must be bituminous coal or hardwood based. Carbon cannot be lignite coal based. Must have ANS/NSF Standard 61 certification and must meet all applicable AWWA standards per the most recent specification B-600.	30	Ton	Bulk		no bid
<b>5.1.14</b> Liquid Carbon Dioxide (Co2)	Refrigerated, liquid, 99.5%+ purity	1,390,000	Pound	Bulk		no bid
<b>5.1.15</b> Hydrofluorosilicic Acid (fluoride)	Minimum 23% for use in potable water treatment	20,000	Gallon	Bulk	\$3.51	\$70,200

**GRAND TOTAL (Item Nos. 5.1.1 through 5.1.15) \$ 365,074.00**



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER TREATMENT**

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

**5.2** **TAX AMOUNT** Bidders should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: \_\_\_\_\_%

**5.3** **DELIVERY** Bidder states Offeror states that all services shall be performed in accordance with IFB specifications.

**5.4** **PROCUREMENT CARD ORDERING CAPABILITY** Please check appropriate box.

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

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

Company Name: Brenntag Pacific, Inc.



GLEND-LE

**SOLICITATION ADDENDUM**

Solicitation Number: IFB 16-01      Addendum #1      Page 1 of 1

Solicitation Due Date: August 18, 2015      2:00 p.m. (Local Time)

CITY OF GLENDALE  
Materials Management  
5850 W. Glendale Avenue  
Suite 317  
Glendale, AZ 85301  
Phone: (623) 930-28XX

**IFB 16-01**

**Chemicals for Water / Wastewater Treatment**

As a result of the pre-offer conference conducted on August 11, 2015, the following revisions and clarifications have been made to Invitation for Bid No. 16-01:

**1. DELETE Section 5.3 on the BIDDING SCHEDULE, in its entirety and REPLACE WITH**

**DELIVER** Bidder states Offeror states that all services shall be performed in accordance with IFB specifications. YES  NO  (If No answer the following):

Bidder states that all orders shall be delivered within a minimum of 2 calendar days after receipt of purchase order, contract release document or written notice to proceed from the City of Glendale.

**NOTE:** Bidders may enter their response to Section 5.3 on this Addendum.

**2. MODIFY Section 3.6 PRICE.**

**CHANGE FROM:** All prices quoted shall be firm and fixed for the specified contract period. Supplier price shall include, but is not limited to, travel time, delivery, freight, warranty, etc. Price shall NOT include a fuel surcharge. See the attached Bidder Schedule.

**CHANGE TO:** All prices quoted shall be firm and fixed for an annual period. Supplier price shall include, but is not limited to, travel time, delivery, freight, warranty, etc. Price shall NOT include a fuel surcharge. See the attached Bidder Schedule.

**COMPANY NAME:** Brenntag Pacific, Inc.

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

Name of Company:	<u>Brenntag Pacific, Inc.</u>
Address:	<u>10747 Patterson Place, Santa Fe Springs, CA 90670</u>
Authorized Signature:	
Print Name and Title:	<u>Laura Tua, Bid Specialist</u>



## Notice of Intent to Award

**August 20, 2015**

To Our Valued Vendors:

**IFB Number: 16-01, Chemicals for Water / Wastewater Treatment**

Thank you all for participating and submitting a bid on the above solicitation. We appreciate your interest in doing business with the City of Glendale and trust that there will be opportunities in the future for your continued participation.

The City has completed its review of the bids received and recommends award for this solicitation to the following vendors. These vendors were determined to be the lowest, most responsive, responsible bid.

**DPC Enterprises  
SNF Polydyne**

**Reliant Gases  
Thatcher Co.**

**Cal Pacific Carbon, Inc  
Brenntag Pacific, Inc.**

**Pennco, Inc  
Hill Brothers**

The bid tabulation is attached for your review. If you have any questions, or would like further information about the award, please contact me on or before August 27, 2015.

Sincerely,

Connie Schneider  
Materials Management Division  
(623) 930-2868  
Email: [CSchneider@glendaleaz.com](mailto:CSchneider@glendaleaz.com)

IFB 16-01 Chemicals for Water / Wastewater Treatment

Final Bid Tab

City Annual Estimated Quantity (A)	Chemical	5.1.1	5.1.2	5.1.3	5.1.4	5.1.5	5.1.6	5.1.7	5.1.8	5.1.9	5.1.10	5.1.11	5.1.12	5.1.13	5.1.14	5.1.15
	Liquid Aluminum Sulfate	2,080														
	Liquid Aluminum Sulfate		1,000	4,600	234,000	120,000	85,000	20,000	1,080	225,000	20,000	300,000	122,000	30	1,390,000	20,000
DPC Enterprises	Est Annual						0.7320			0.2670	0.5000	0.7600				
Reliant Gases	Est Annual						62,220.00			60,075.00	10,000.00	228,000.00			0.0850	
Cal-Pacific Carbon	Est Annual													920,0000	118,150.00	
Pencco Inc.	Est Annual												1.2100	27,600.00		
SNF Polydyne	Est Annual			0.9100	0.3250								147,620.00			
Thatcher Co.	Est Annual	95,9300	196,4900	4,186.00	76,050.00											
Brenntag Pacific	Est Annual	199,534.40	196,490.00						124.9700							2,6840
Hill Brothers	Est Annual					1.6195			134,967.60							53,680.00
	Est Annual					194,340.00										
	Est Annual							1.1700								
	Est Annual							23,400.00								

Contract Analyst: *Connie Schneider*  
 Date: 8/20/2015

Contract Analyst: *Connie Schneider*  
 Connie Schneider





## Legislation Description

---

**File #: 15-615, Version: 1**

---

**AWARD OF BID IFB 16-01, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM HILL BROTHERS CHEMICAL COMPANY**

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

**Purpose and Recommended Action**

This is a request for City Council to award bid IFB 16-01, authorize the Acting City Manager to enter into an agreement, and approve expenditure of funds for the purchase of chemicals from Hill Brothers Chemical Company (Hill) in an amount not to exceed \$250,000 (\$100,000 for the initial two-year term and \$150,000 for the three one-year extensions).

**Background**

The Water Services Department functions to provide safe and reliable water and wastewater services for City of Glendale residents and businesses. Water production and treatment requires the use of a variety of chemicals to effectively treat surface and ground water for public consumption at the city's four water treatment plants. Wastewater collection and treatment also requires the use of chemicals to effectively treat wastewater to A+ effluent standard for recharge or reuse at the two reclamation facilities.

Sodium bisulfite is used in the water reclamation process for odor control.

**Analysis**

The city's Material Management Division in conjunction with the Water Services Department developed an Invitation for Bid (IFB) for fifteen chemicals. Bid specifications provided for an initial term of agreement for two years with the option to extend at the discretion of the city for three years, in one-year increments. IFB 16-01 was published on July 30, 2015 and seventeen responses were received by the due date of August 18, 2015. The notice of intent to award was sent August 20, 2015. One protest was received and answered.

For the chemical, sodium bisulfite, Hill submitted the lowest, responsive, and responsible bid.

This action will authorize the Acting City Manager to enter into an agreement with Hill through October 2017, and as needed, extend the agreement through October 2020 and approve the expenditure of funds for an amount not to exceed \$250,000 over the term of the agreement.

**Budget and Financial Impacts**

Funding for the annual amount is available in the Water Services FY 2015-16 operating budget. Annual budget appropriation thereafter is contingent upon Council approval.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$50,000</b>	<b>2360-17170-524600, West Area Water Reclamation Facility</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



HILL BROTHERS CHEMICAL CO. C-\_\_\_\_\_

# CITY OF GLENDALE MATERIALS MANAGEMENT INVITATION FOR BIDS

**SOLICITATION NUMBER:** IFB 16-01

**PUBLISHED DATE:** JULY 30, 2015

**TITLE:** CHEMICALS FOR WATER / WASTEWATER TREATMENT

**PRE-BID CONFERENCE:** AUGUST 11, 2015 2:00 P.M. LOCAL TIME  
(Attendance Optional) (Glendale City Hall, 5850 West Glendale Avenue, Suite 3B)

**BID DUE DATE AND TIME:** AUGUST 18, 2015 BEFORE 2:00 P.M. LOCAL TIME

Bids for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location prior to the time and date cited. Bids received by the correct time and date will be opened at 2:00 P.M. and the name of each bidder and the amount of the bid will be publicly read.


**SUBMITTAL LOCATION:** City of Glendale  
Materials Management  
5850 West Glendale Avenue, Suite 317  
Glendale, Arizona 85301

Bids must be in the actual possession of Materials Management prior to the time and date, and at the location indicated. Materials Management is located on the third (3<sup>rd</sup>) floor of the Glendale Municipal Complex (City Hall) in the Engineering Department. Bids are accepted from the hours of 8:00 am and 5:00 pm, Monday through Friday, unless otherwise indicated for a holiday. All bids will be received, and time/date stamped at the Engineering Department's front counter. Late Bids will not be considered.

Bids must be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the envelope. See Paragraph 2.2 for additional instructions for preparing a bid.

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

For questions regarding this solicitation contact:  
**Connie Schneider, C.P.M.**  
Materials Management Division  
(623) 930-2868  
[CSchneider@Glendaleaz.com](mailto:CSchneider@Glendaleaz.com)

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGES</b>
	<b>NOTICE IFB 16-01</b>	<b>1</b>
	<b>TABLE OF CONTENTS</b>	<b>2</b>
<b>1.0</b>	<b>SPECIFICATIONS</b>	<b>3</b>
<b>2.0</b>	<b>SPECIAL INSTRUCTIONS</b>	<b>4</b>
<b>3.0</b>	<b>SPECIAL TERMS AND CONDITIONS</b>	<b>7</b>
<b>4.0</b>	<b>BIDDER SHEET</b>	<b>14</b>
<b>5.0</b>	<b>BIDDING SCHEDULE</b>	<b>15</b>



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER  
TREATMENT**

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

**1.0 SPECIFICATIONS**

**1.1 INTRODUCTION** - The City of Glendale Water Services Department is requesting bids from qualified bidders for the purchase of various chemicals for the treatment of water and wastewater.

**1.2 GENERAL REQUIREMENTS**

**1.2.1** Orders for chemicals shall be on an as-needed basis and delivered to storage tanks located at any one of the following Water Services Department locations after receipt of order;


**Oasis Water Treatment Plant**  
7070 W Northern Ave  
Glendale, AZ 85303

**Cholla Water Treatment Plant**  
4805 W Cholla  
Glendale, AZ 85304

**Pyramid Peak Water Treatment Plant**  
28101 N. 63rd Ave  
Phoenix, AZ 85083

**1.2.2** Fuel surcharge shall not apply;

**1.2.3** All chemicals shall conform to NSF International Standard 60 and / or appropriate AWWA/ANSI Standards.

	<b>SOLICITATION NUMBER: IFB 16-01</b>  <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

**2.0 SPECIAL INSTRUCTIONS**

**2.1 RETURN OF BID** One (1) original hard copy. The original bid shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF BID PACKAGE section of this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

**2.2 PREPARATION OF BID PACKAGE** The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

2.2.1 BIDDER SHEET, Section 4.0

2.2.2 BIDDER SCHEDULE, Section 5.0

2.2.3 ADDENDUM, Return all addenda (if applicable).

**2.3 EVALUATION CRITERIA** Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

**2.4 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.

**2.5 ALTERNATE BIDS/EXCEPTIONS**


Bids submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

**2.6 BRAND NAME OR EQUAL** Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.

**2.7 ESTIMATED QUANTITIES** Quantities listed in this solicitation are the City's best estimate. The City may order some, all, more, or none of the individual quantities. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.

**2.8 PROPRIETARY INFORMATION**


Bidders shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Bidder shall not mark any Solicitation Form as proprietary. Pricing

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Bidders 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 Bidder with prompt written notice so that Bidder may seek a protective order or other appropriate remedy. The Bidder, 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 Bidder in the event that the City must legally disclose the Proprietary Information.

- 2.9 **INQUIRIES** Any question related to this solicitation shall be directed to the Contract Analyst whose name appears above. Any Bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Bidders are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official Bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.
- 2.10 **ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Bidder as it deems necessary to establish the competence and financial stability of any Bidder submitting a bid.
- 2.11 **PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating Bids.
- 2.12 **EVALUATION LITERATURE**  
 Bids submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Bids submitted without this product information may be considered as non-responsive and rejected.
- 2.13 **WITHDRAWAL OF BID** At any time prior to the specified solicitation due date and time, a Bidder may formally withdraw the bid by a written letter, facsimile or electronic mail from the Bidder or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 2.14 **NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS** The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Bidders submitting a bid with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on

	<b>SOLICITATION NUMBER: IFB 16-01</b>  <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

behalf of the City. Contact includes direct or indirect contact by the Bidder, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.

From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Bidders, 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 IFB. This provision shall not prohibit a Bidder 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 bid of the Bidder to be found in violation and to be rejected.

- 2.15 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing) immediately after the City has completed its evaluation process of the Bids received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

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.

- 2.16 CONFLICT OF INTEREST** The Bidder shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.



	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
--	--	---

**3.0 SPECIAL TERMS AND CONDITIONS**

**3.1 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing). Bidders are advised to review all provisions of the General Instructions and Conditions for this solicitation.

**3.2 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All Bids 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 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 Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

**3.3 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.


**3.4 LIQUIDATED DAMAGES** If the successful Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the successful proposer shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$500.00. The successful Contractor shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of the successful proposer. The City shall determine what is beyond the control of the successful proposer and his supplier.



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER TREATMENT**

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

- 3.5 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: <http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF>
- 3.6 PRICE.** All prices quoted shall be firm and fixed for the specified contract period. Supplier price shall include, but is not limited to, travel time, delivery, freight, warranty, etc. Price shall NOT include a fuel surcharge. See the attached Bidder Schedule.
- 3.7 PRICE ADJUSTMENTS** 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.
- 3.8 PRICE REDUCTION.** Bidder shall offer City a price reduction for its products concurrent with a published price reduction made to other municipalities.
- 3.9 DELIVERY.** All deliveries must include Material Safety Data Sheets (MSDS). All prices are F.O.B. Destination and include delivery and unloading at the specific City destinations. Supplier shall provide all necessary equipment, i.e., compressors, hoses and proper connections to transfer chemicals into City storage tanks or facilities and will be held liable for any spillage on City property. Supplier shall retain title and control of all goods until they are delivered and accepted by City. All risk of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by Supplier. City will notify Supplier promptly of all damaged goods and shall assist Supplier in arranging for inspection.
- 3.10 WARRANTIES.** Successful Supplier(s) warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials, which would result in non-compliance with the contract specification, shall be fully corrected by the Supplier (including labor and materials) without cost to the City.
- 3.11 INSPECTION.** All materials and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this contract will be held at Supplier's risk and may be returned to the Supplier or rejected by the City. If returned or rejected, all costs are the responsibility of the Supplier. The City may elect to do any or all:
- 1.2.13 Waive the non-conformance;
  - 1.2.14 Stop the work immediately;
  - 1.2.15 Bring material into compliance.
- This shall be accomplished by a written determination by the City.
- 3.12 PACKING and SHIPPING.** Successful Supplier shall be responsible for industry standard packing which conforms to requirements of carrier's tariffs and Interstate Commerce

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---


Commission (ICC) regulations. Containers must be clearly marked as to the lot number, destination, address and purchase order number.

- 3.13 **DELIVERY TIME** All deliveries shall be made within **48** hours upon receipt of written notification in the form or a purchase order from the City. All deliveries shall be made within City of Glendale office hours, Monday through Friday, excluding holidays.
- 3.14 **TERM OF AGREEMENT** The term of this agreement shall be for an initial two (2) year period.
- 3.15 **OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement three (3) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager 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.
- 3.16 **CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.
- 3.17 **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.
- 3.18 **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.
- 3.19 **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.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- 1. **Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

- 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.
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. **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 affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

***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

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
--	--	---

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.

- 3.20 WORKERS' COMPENSATION** Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.

- 3.21 EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.


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 Materials Management 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 (Section 4.0). In general, the order will be placed using a City Procurement Card.

- 3.22 CONTRACT CANCELLATION** The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

**3.22.1** The Contractor provides personnel that do not meet the requirements of the contract.

**3.22.2** The Contractor fails to perform adequately the services required in the contract.

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---


- 3.22.3 The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.
- 3.22.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
- 3.22.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

- a. Cancel the contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Contractor;
- d. In case of default, the City reserves the right to purchase materials or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
  - 1. Deduction from an unpaid balance;
  - 2. Any combination of the above or any other remedies as provided by law.

**3.23 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 "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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.

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

**3.24 NON-DISCRIMINATION** By submitting this Bid, 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.

**3.1 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.

By signing the bidder sheet, the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, 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.



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER TREATMENT**

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

4.0

**BIDDER SHEET**

**CONDITIONAL ACCEPTANCE**

**INVITATION FOR BID NO. IFB # 16-01**  
**TITLE: CHEMICALS FOR WATER / WASTEWATER TREATMENT**

1. Subject to City Council approval, this notification constitutes a conditional acceptance of your bid to provide the materials listed on the Bidder Schedule. All terms and conditions of the IFB shall apply.
2. The term of the proposed Agreement shall be a two (2) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for three (3) additional years in one (1) year increments based on satisfactory contract performance.
3. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is \_\_\_\_\_.
4. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
5. You are required to sign and return this Acceptance with this Bid. Failure to furnish a signed a copy of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

**OFFER**

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the bid.

Contractor Name: Hill Brothers Chemical Company Contractor Signature: \_\_\_\_\_

Company Address: 21639 N. 12th Avenue Printed Name and Title: Rusty Mosher -  
Suite 100, Phoenix, AZ 85027 Regional Sales manager  
 Email Address: phoenixsales@hillbrothers.com

Company Federal I.D.: 95-0830560 Telephone No.: 623-879-9210

**ACCEPTANCE OF OFFER**

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature: \_\_\_\_\_  
 Printed Name and Title: Richard A. Bowers, Acting City Manager

Date: \_\_\_\_\_





**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER TREATMENT**

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

**5.0 BIDDING SCHEDULE** - Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs.

**Sales tax shall not be included in the Unit Price.**

<b>5.1 CHEMICAL FOR WATER / WASTERWATER TREATMENT</b>						
<b>Chemical</b>	<b>Performance and/or Quality Requirements</b>	<b>City Annual Estimated Quantity (A)</b>	<b>Unit of Measure</b>	<b>Delivery Package Size</b>	<b>Per Unit Price (B)</b>	<b>Extended Price (A x B)</b>
<b>5.1.1</b> Liquid Aluminum Sulfate	Commercial grade purified liquid aluminum sulfate	2,080	Wet Ton	Bulk	N/B	
<b>5.1.2</b> Liquid Aluminum Sulfate	Commercial grade purified liquid aluminum sulfate	1,000	Dry Ton	Bulk	N/B	
<b>5.1.3</b> Clarifoc C-6220 Polymer	Polydyne or equivalent	4,600	Pounds	2,300# Tote	N/B	
<b>5.1.4</b> Clarifoc C-358 Polymer	Polydyne or equivalent	234,000	Pounds	Bulk	N/B	
<b>5.1.5</b> 50% Liquid Sodium Hydroxide (Caustic Soda)	Commercial grade 50% liquid solution	120,000	Gallon	Bulk	\$1.914	\$229,680
<b>5.1.6</b> 25% Liquid Sodium Hydroxide (Caustic Soda)	Commercial grade 25% liquid solution	85,000	Gallon	Bulk	\$1.32	\$112,200
<b>5.1.7</b> Sodium Bisulfite	40% solution	20,000	Gallon	Bulk	\$1.17	\$23,400
<b>5.1.8</b> Sodium Chloride	99.9% pure sodium chloride, course size	1,080	Ton	Bulk	N/B	
<b>5.1.9</b> Chlorine	2000# Container	225,000	Pound	Bulk	\$0.275	\$61,875
<b>5.1.10</b> Chlorine	150# Cylinder	20,000	Pound	Bulk	\$0.55	\$11,000
<b>5.1.11</b> Sodium Hypochlorite	12.50%	300,000	Gallon	Bulk	\$0.80	\$240,000




**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER TREATMENT**

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

Chemical	Performance and/or Quality Requirements	City Annual Estimated Quantity	Unit of Measure	Delivery Package Size	Per Unit Price	Extended Price
<b>5.1.12</b> Ferric Chloride	40% liquid	122,000	Gallon	Bulk	\$2.00	\$244,000
<b>5.1.13</b> Powdered Activated Carbon (PAC)	Carbon must be bituminous coal or hardwood based. Carbon cannot be lignite coal based. Must have ANS/NSF Standard 61 certification and must meet all applicable AWWA standards per the most recent specification B-600.	30	Ton	Bulk	N/B	
<b>5.1.14</b> Liquid Carbon Dioxide (Co2)	Refrigerated, liquid, 99.5%+ purity	1,390,000	Pound	Bulk	N/B	
<b>5.1.15</b> Hydrofluorosilicic Acid (fluoride)	Minimum 23% for use in potable water treatment	20,000	Gallon	Bulk	N/B	

<b>GRAND TOTAL (Item Nos. 5.1.1 through 5.1.15)</b>	<b>\$ 922,155</b>
---	-------------------

 <p>GLENDALÉ</p>	<p align="center"><b>SOLICITATION NUMBER: IFB 16-01</b></p> <p align="center"><b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b></p>	<p align="center">CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
---	---	--

**5.2 TAX AMOUNT** Bidders should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: 8.3 %

**5.3 DELIVERY** Bidder states Offeror states that all services shall be performed in accordance with IFB specifications.

**5.4 PROCUREMENT CARD ORDERING CAPABILITY** Please check appropriate box.

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

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

**Company Name:** Hill Brothers Chemical Company



**SOLICITATION ADDENDUM**

Solicitation Number: IFB 16-01      Addendum #1      Page 1 of 1

Solicitation Due Date: August 18, 2015      2:00 p.m. (Local Time)

CITY OF GLENDALE  
Materials Management  
5850 W. Glendale Avenue  
Suite 317  
Glendale, AZ 85301  
Phone: (623) 930-28XX

**IFB 16-01**

**Chemicals for Water / Wastewater Treatment**

As a result of the pre-offer conference conducted on August 11, 2015, the following revisions and clarifications have been made to Invitation for Bid No. 16-01:

**1. DELETE Section 5.3 on the BIDDING SCHEDULE, in its entirety and REPLACE WITH**

**DELIVER** Bidder states Offeror states that all services shall be performed in accordance with IFB specifications. YES (X)    NO \_\_\_\_\_ (If No answer the following):

Bidder states that all orders shall be delivered within a minimum of 2 calendar days after receipt of purchase order, contract release document or written notice to proceed from the City of Glendale.

**NOTE:** Bidders may enter their response to Section 5.3 on this Addendum.

**2. MODIFY Section 3.6 PRICE.**

**CHANGE FROM:** All prices quoted shall be firm and fixed for the specified contract period. Supplier price shall include, but is not limited to, travel time, delivery, freight, warranty, etc. Price shall NOT include a fuel surcharge. See the attached Bidder Schedule.

**CHANGE TO:** All prices quoted shall be firm and fixed for an annual period. Supplier price shall include, but is not limited to, travel time, delivery, freight, warranty, etc. Price shall NOT include a fuel surcharge. See the attached Bidder Schedule.

**COMPANY NAME:** Hill Brothers Chemical Company

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

Name of Company: Hill Brothers Chemical Company

Address: 21639 N. 12th Avenue, Suite 100, Phoenix, AZ 85027

Authorized Signature: 

Print Name and Title: Rusty Mosher, Regional Sales Manager



## Notice of Intent to Award

**August 20, 2015**

To Our Valued Vendors:

**IFB Number: 16-01, Chemicals for Water / Wastewater Treatment**

Thank you all for participating and submitting a bid on the above solicitation. We appreciate your interest in doing business with the City of Glendale and trust that there will be opportunities in the future for your continued participation.

The City has completed its review of the bids received and recommends award for this solicitation to the following vendors. These vendors were determined to be the lowest, most responsive, responsible bid.

**DPC Enterprises  
SNF Polydyne**

**Reliant Gases  
Thatcher Co.**

**Cal Pacific Carbon, Inc  
Brenntag Pacific, Inc.**

**Pennco, Inc  
Hill Brothers**

The bid tabulation is attached for your review. If you have any questions, or would like further information about the award, please contact me on or before August 27, 2015.

Sincerely,

Connie Schneider  
Materials Management Division  
(623) 930-2868  
Email: [CSchneider@glendaleaz.com](mailto:CSchneider@glendaleaz.com)

IFB 16-01 Chemicals for Water / Wastewater Treatment

Final Bid Tab

City Annual Estimated Quantity (A)	5.1.1	5.1.2	5.1.3	5.1.4	5.1.5	5.1.6	5.1.7	5.1.8	5.1.9	5.1.10	5.1.11	5.1.12	5.1.13	5.1.14	5.1.15
	Liquid Aluminum Sulfate	Liquid Aluminum Sulfate	Clarifloc C-6220 Polymer	Clarifloc C-358 Polymer	50% Liquid Sodium Hydroxide (Cautic Soda)	25% Liquid Sodium Hydroxide (Cautic Soda)	Sodium Bisulfite	Sodium Chloride	Chlorine (2000#)	Chlorine (150#)	Sodium Hypochlorite	Ferric Chloride	Powdered Activated Carbon (PAC)	Liquid Carbon Dioxide (CO2)	Hydrofluosilicic Acid (Fluoride)
DPC Enterprises	2,080	1,000	4,600	234,000	120,000	85,000	20,000	1,080	225,000	20,000	300,000	122,000	30	1,390,000	20,000
Est Annual						0.7320			0.2670	0.5000	0.7600				
Reliant Gases						62,220.00			60,075.00	10,000.00	228,000.00				
Est Annual														0.0850	
Cal-Pacific Carbon													920.0000	118,150.00	
Est Annual													27,600.00		
Pehcco Inc.												1.2100			
Est Annual												147,620.00			
SNF Polydyne			0.9100	0.3250											
Est Annual			4,186.00	76,050.00											
Thatcher Co.	95.9300	196.4900													
Est Annual	199,534.40	196,490.00						124.9700							2,6840
Brenntag Pacific					1.6195			134,967.60							53,680.00
Est Annual					194,340.00										
Hill Brothers							1.1700								
Est Annual							23,400.00								

Contract Analyst:

*Connie Schneider*  
Connie Schneider

Date: 8/20/2015



## Legislation Description

---

**File #: 15-616, Version: 1**

---

**AWARD OF BID IFB 16-01, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM POLYDYNE, INC.**

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

**Purpose and Recommended Action**

This is a request for City Council to award bid IFB 16-01, authorize the Acting City Manager to enter into an agreement, and approve expenditure of funds for the purchase of chemicals from Polydyne, Inc. (Polydyne) in an amount not to exceed \$750,000 (\$300,000 for the initial two-year term and \$450,000 for the three one-year extensions).

**Background**

The Water Services Department functions to provide safe and reliable water and wastewater services for City of Glendale residents and businesses. Water production and treatment requires the use of a variety of chemicals to effectively treat surface and ground water for public consumption at the city's four water treatment plants. Wastewater collection and treatment also requires the use of chemicals to effectively treat wastewater to A+ effluent standard for recharge or reuse at the two reclamation facilities.

Polymers are used in the water treatment process as a coagulant aid and functions as a bonding agent to assist with the settling process.

**Analysis**

The city's Material Management Division in conjunction with the Water Services Department developed an Invitation for Bid (IFB) for fifteen chemicals. Bid specifications provided for an initial term of agreement for two years with the option to extend at the discretion of the city for three years, in one-year increments. IFB 16-01 was published on July 30, 2015 and seventeen responses were received by the due date of August 18, 2015. The notice of intent to award was sent August 20, 2015. One protest was received and answered.

For the chemicals, Clarifoc C-6220 and C-358 polymers, Polydyne submitted the lowest, responsive, and responsible bid.

This action will authorize the Acting City Manager to enter into an agreement with Polydyne through October 2017, and as needed, extend the agreement through October 2020 and approve the expenditure of funds for an amount not to exceed \$750,000 over the term of the agreement.

**Previous Related Council Action**

On June 10, 2014, City Council approved the expenditure of funds for chemicals from Polydyne, Inc. in an amount not to exceed \$202,500 for the FY2014-15.

**Budget and Financial Impacts**

Funding for the annual amount is available in the Water Services FY 2015-16 operating budget. Annual budget appropriation thereafter is contingent upon Council approval.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$150,000</b>	<b>2400-17250-524600, Pyramid Peak Water Treatment Plant</b>
	<b>2400-17260-524600, Cholla Water Treatment Plant</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?





POLYDYNE, INC. C-\_\_\_\_\_

# CITY OF GLENDALE MATERIALS MANAGEMENT INVITATION FOR BIDS

**SOLICITATION NUMBER:** IFB 16-01  
**PUBLISHED DATE:** JULY 30, 2015  
**TITLE:** CHEMICALS FOR WATER / WASTEWATER TREATMENT  
**PRE-BID CONFERENCE:** AUGUST 11, 2015 2:00 P.M. LOCAL TIME  
(Attendance Optional) (Glendale City Hall, 5850 West Glendale Avenue, Suite 3B)  
**BID DUE DATE AND TIME:** AUGUST 18, 2015 BEFORE 2:00 P.M. LOCAL TIME

Bids for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location prior to the time and date cited. Bids received by the correct time and date will be opened at 2:00 P.M. and the name of each bidder and the amount of the bid will be publicly read.


**SUBMITTAL LOCATION:** City of Glendale  
Materials Management  
5850 West Glendale Avenue, Suite 317  
Glendale, Arizona 85301

Bids must be in the actual possession of Materials Management prior to the time and date, and at the location indicated. Materials Management is located on the third (3<sup>rd</sup>) floor of the Glendale Municipal Complex (City Hall) in the Engineering Department. Bids are accepted from the hours of 8:00 am and 5:00 pm, Monday through Friday, unless otherwise indicated for a holiday. All bids will be received, and time/date stamped at the Engineering Department's front counter. Late Bids will not be considered.

Bids must be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the envelope. See Paragraph 2.2 for additional instructions for preparing a bid.


**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

For questions regarding this solicitation contact:  
**Connie Schneider, C.P.M.**  
Materials Management Division  
(623) 930-2868  
[CSchneider@Glendaleaz.com](mailto:CSchneider@Glendaleaz.com)

	<p align="center"><b>SOLICITATION NUMBER: IFB 16-01</b></p> <p align="center"><b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b></p>	<p><b>CITY OF GLENDALE</b>  <b>Materials Management</b>  <b>5850 West Glendale</b>  <b>Avenue, Suite 317</b>  <b>Glendale, Arizona 85301</b></p>
---	---	--

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGES</b>
	<b>NOTICE IFB 16-01</b>	<b>1</b>
	<b>TABLE OF CONTENTS</b>	<b>2</b>
<b>1.0</b>	<b>SPECIFICATIONS</b>	<b>3</b>
<b>2.0</b>	<b>SPECIAL INSTRUCTIONS</b>	<b>4</b>
<b>3.0</b>	<b>SPECIAL TERMS AND CONDITIONS</b>	<b>7</b>
<b>4.0</b>	<b>BIDDER SHEET</b>	<b>14</b>
<b>5.0</b>	<b>BIDDING SCHEDULE</b>	<b>15</b>

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

**1.0 SPECIFICATIONS**

**1.1 INTRODUCTION** - The City of Glendale Water Services Department is requesting bids from qualified bidders for the purchase of various chemicals for the treatment of water and wastewater.

**1.2 GENERAL REQUIREMENTS**

**1.2.1** Orders for chemicals shall be on an as-needed basis and delivered to storage tanks located at any one of the following Water Services Department locations after receipt of order;


**Oasis Water Treatment Plant**  
7070 W Northern Ave  
Glendale, AZ 85303

**Cholla Water Treatment Plant**  
4805 W Cholla  
Glendale, AZ 85304

**Pyramid Peak Water Treatment Plant**  
28101 N. 63rd Ave  
Phoenix, AZ 85083

**1.2.2** Fuel surcharge shall not apply;

**1.2.3** All chemicals shall conform to NSF International Standard 60 and / or appropriate AWWA/ANSI Standards.

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

**2.0 SPECIAL INSTRUCTIONS**

**2.1 RETURN OF BID** One (1) original hard copy. The original bid shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF BID PACKAGE section of this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

**2.2 PREPARATION OF BID PACKAGE** The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

2.2.1 BIDDER SHEET, Section 4.0

2.2.2 BIDDER SCHEDULE, Section 5.0

2.2.3 ADDENDUM, Return all addenda (if applicable).

**2.3 EVALUATION CRITERIA** Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

**2.4 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.

**2.5 ALTERNATE BIDS/EXCEPTIONS**

Bids submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

**2.6 BRAND NAME OR EQUAL** Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.

**2.7 ESTIMATED QUANTITIES** Quantities listed in this solicitation are the City's best estimate. The City may order some, all, more, or none of the individual quantities. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.

**2.8 PROPRIETARY INFORMATION**

Bidders shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Bidder shall not mark any Solicitation Form as proprietary. Pricing




**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER  
TREATMENT**

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

data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Bidders 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 Bidder with prompt written notice so that Bidder may seek a protective order or other appropriate remedy. The Bidder, 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 Bidder in the event that the City must legally disclose the Proprietary Information.

- 2.9 INQUIRIES** Any question related to this solicitation shall be directed to the Contract Analyst whose name appears above. Any Bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Bidders are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official Bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.
- 2.10 ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Bidder as it deems necessary to establish the competence and financial stability of any Bidder submitting a bid.
- 2.11 PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating Bids.
- 2.12 EVALUATION LITERATURE**  
Bids submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Bids submitted without this product information may be considered as non-responsive and rejected.
- 2.13 WITHDRAWAL OF BID** At any time prior to the specified solicitation due date and time, a Bidder may formally withdraw the bid by a written letter, facsimile or electronic mail from the Bidder or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 2.14 NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS** The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Bidders submitting a bid with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
--	--	---

behalf of the City. Contact includes direct or indirect contact by the Bidder, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.


From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Bidders, 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 IFB. This provision shall not prohibit a Bidder 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 bid of the Bidder to be found in violation and to be rejected.

- 2.15 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing) immediately after the City has completed its evaluation process of the Bids received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

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.

- 2.16 CONFLICT OF INTEREST** The Bidder shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.

 <p>GLEND/LE</p>	<p align="center"><b>SOLICITATION NUMBER: IFB 16-01</b></p> <p align="center"><b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b></p>	<p align="center">CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
---	---	--

**3.0 SPECIAL TERMS AND CONDITIONS**


**3.1 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing). Bidders are advised to review all provisions of the General Instructions and Conditions for this solicitation.

**3.2 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All Bids 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 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 Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.


**3.3 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.

**3.4 LIQUIDATED DAMAGES** If the successful Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the successful proposer shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$500.00. The successful Contractor shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of the successful proposer. The City shall determine what is beyond the control of the successful proposer and his supplier.

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

- 3.5 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: <http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF>
- 3.6 PRICE.** All prices quoted shall be firm and fixed for the specified contract period. Supplier price shall include, but is not limited to, travel time, delivery, freight, warranty, etc. Price shall NOT include a fuel surcharge. See the attached Bidder Schedule.
- 3.7 PRICE ADJUSTMENTS** 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.
- 3.8 PRICE REDUCTION.** Bidder shall offer City a price reduction for its products concurrent with a published price reduction made to other municipalities.
- 3.9 DELIVERY.** All deliveries must include Material Safety Data Sheets (MSDS). All prices are F.O.B. Destination and include delivery and unloading at the specific City destinations. Supplier shall provide all necessary equipment, i.e., compressors, hoses and proper connections to transfer chemicals into City storage tanks or facilities and will be held liable for any spillage on City property. Supplier shall retain title and control of all goods until they are delivered and accepted by City. All risk of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by Supplier. City will notify Supplier promptly of all damaged goods and shall assist Supplier in arranging for inspection.
- 3.10 WARRANTIES.** Successful Supplier(s) warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials, which would result in non-compliance with the contract specification, shall be fully corrected by the Supplier (including labor and materials) without cost to the City.
- 3.11 INSPECTION.** All materials and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this contract will be held at Supplier's risk and may be returned to the Supplier or rejected by the City. If returned or rejected, all costs are the responsibility of the Supplier. The City may elect to do any or all:
- 1.2.13 Waive the non-conformance;
  - 1.2.14 Stop the work immediately;
  - 1.2.15 Bring material into compliance.
- This shall be accomplished by a written determination by the City.
- 3.12 PACKING and SHIPPING.** Successful Supplier shall be responsible for industry standard packing which conforms to requirements of carrier's tariffs and Interstate Commerce



	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---


Commission (ICC) regulations. Containers must be clearly marked as to the lot number, destination, address and purchase order number.

- 3.13 **DELIVERY TIME** All deliveries shall be made within **48** hours upon receipt of written notification in the form of a purchase order from the City. All deliveries shall be made within City of Glendale office hours, Monday through Friday, excluding holidays.
- 3.14 **TERM OF AGREEMENT** The term of this agreement shall be for an initial two (2) year period.
- 3.15 **OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement three (3) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager 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.
- 3.16 **CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.
- 3.17 **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.
- 3.18 **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.
- 3.19 **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.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- 1. **Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less

 <p>GLEND/LE</p>	<p align="center"><b>SOLICITATION NUMBER: IFB 16-01</b></p> <p align="center"><b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b></p>	<p align="center">CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
---	---	--

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.

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. **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 affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

***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



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER  
TREATMENT**

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

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.

- 3.20 WORKERS' COMPENSATION** Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.

- 3.21 EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.


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 Materials Management 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 (Section 4.0). In general, the order will be placed using a City Procurement Card.

- 3.22 CONTRACT CANCELLATION** The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

**3.22.1** The Contractor provides personnel that do not meet the requirements of the contract.

**3.22.2** The Contractor fails to perform adequately the services required in the contract.

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---


- 3.22.3 The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.
- 3.22.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
- 3.22.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

- a. Cancel the contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Contractor;
- d. In case of default, the City reserves the right to purchase materials or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
  - 1. Deduction from an unpaid balance;
  - 2. Any combination of the above or any other remedies as provided by law.

**3.23 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.

	<p style="text-align: center;"><b>SOLICITATION NUMBER: IFB 16-01</b></p> <p style="text-align: center;"><b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b></p>	<p><b>CITY OF GLENDALE</b>  <b>Materials Management</b>  <b>5850 West Glendale</b>  <b>Avenue, Suite 317</b>  <b>Glendale, Arizona 85301</b></p>
---	---	--

**3.24 NON-DISCRIMINATION** By submitting this Bid, 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.

**3.1 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.

By signing the bidder sheet, the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, 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.



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER TREATMENT**

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

4.0

**BIDDER SHEET**

**CONDITIONAL ACCEPTANCE**

**INVITATION FOR BID NO. IFB # 16-01**  
**TITLE: CHEMICALS FOR WATER / WASTEWATER TREATMENT**

1. Subject to City Council approval, this notification constitutes a conditional acceptance of your bid to provide the materials listed on the Bidder Schedule. All terms and conditions of the IFB shall apply.
2. The term of the proposed Agreement shall be a two (2) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for three (3) additional years in one (1) year increments based on satisfactory contract performance.
3. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is \_\_\_\_\_.
4. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
5. You are required to sign and return this Acceptance with this Bid. Failure to furnish a signed copy of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

**OFFER**

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the bid.

Contractor Name: Polydyne Inc. Contractor Signature: *Boyd Stanley*  
 Company Address: 1 Chemical Plant Road Printed Name and Title: Boyd Stanley  
Riceboro, GA 31323 Business Director  
 Email Address: PolyBidDpt@snfhc.com  
 Company Federal I.D.: 34-1810283 Telephone No.: (912) 880-2035

**ACCEPTANCE OF OFFER**

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature: \_\_\_\_\_  
 Printed Name and Title: Richard A. Bowers, Acting City Manager  
 Date: \_\_\_\_\_



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER TREATMENT**

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

**5.0 BIDDING SCHEDULE** - Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs.

**Sales tax shall not be included in the Unit Price.**

<b>5.1 CHEMICAL FOR WATER / WASTERWATER TREATMENT</b>						
<b>Chemical</b>	<b>Performance and/or Quality Requirements</b>	<b>City Annual Estimated Quantity (A)</b>	<b>Unit of Measure</b>	<b>Delivery Package Size</b>	<b>Per Unit Price (B)</b>	<b>Extended Price (A x B)</b>
<b>5.1.1</b> Liquid Aluminum Sulfate	Commercial grade purified liquid aluminum sulfate	2,080	Wet Ton	Bulk	N/A	
<b>5.1.2</b> Liquid Aluminum Sulfate	Commercial grade purified liquid aluminum sulfate	1,000	Dry Ton	Bulk	N/A	
<b>5.1.3</b> Clarifoc C-6220 Polymer	Polydyne or equivalent	4,600	Pounds	2,300# Tote	<b>\$0.91/Lb.</b>	<b>\$4,186.00</b>
<b>5.1.4</b> Clarifoc C-358 Polymer	Polydyne or equivalent	234,000	Pounds	Bulk	<b>\$0.325/Lb.</b>	<b>\$76,050.00</b>
<b>5.1.5</b> 50% Liquid Sodium Hydroxide (Caustic Soda)	Commercial grade 50% liquid solution	120,000	Gallon	Bulk	N/A	
<b>5.1.6</b> 25% Liquid Sodium Hydroxide (Caustic Soda)	Commercial grade 25% liquid solution	85,000	Gallon	Bulk	N/A	
<b>5.1.7</b> Sodium Bisulfite	40% solution	20,000	Gallon	Bulk	N/A	
<b>5.1.8</b> Sodium Chloride	99.9% pure sodium chloride, course size	1,080	Ton	Bulk	N/A	
<b>5.1.9</b> Chlorine	2000# Container	225,000	Pound	Bulk	N/A	
<b>5.1.10</b> Chlorine	150# Cylinder	20,000	Pound	Bulk	N/A	
<b>5.1.11</b> Sodium Hypochlorite	12.50%	300,000	Gallon	Bulk	N/A	



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER TREATMENT**

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

Chemical	Performance and/or Quality Requirements	City Annual Estimated Quantity	Unit of Measure	Delivery Package Size	Per Unit Price	Extended Price
<b>5.1.12</b> Ferric Chloride	40% liquid	122,000	Gallon	Bulk	N/A	
<b>5.1.13</b> Powdered Activated Carbon (PAC)	Carbon must be bituminous coal or hardwood based. Carbon cannot be lignite coal based. Must have ANS/NSF Standard 61 certification and must meet all applicable AWWA standards per the most recent specification B-600.	30	Ton	Bulk	N/A	
<b>5.1.14</b> Liquid Carbon Dioxide (Co2)	Refrigerated, liquid, 99.5%+ purity	1,390,000	Pound	Bulk	N/A	
<b>5.1.15</b> Hydrofluorosilicic Acid (fluoride)	Minimum 23% for use in potable water treatment	20,000	Gallon	Bulk	N/A	

<b>GRAND TOTAL (Item Nos. 5.1.1 through 5.1.15)</b>	\$ <u>80,236.00</u>
---	---------------------





**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER TREATMENT**

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

**5.2 TAX AMOUNT** Bidders should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: Exempt %

**5.3 DELIVERY** Bidder states Offeror states that all services shall be performed in accordance with IFB specifications.

**5.4 PROCUREMENT CARD ORDERING CAPABILITY** Please check appropriate box.

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

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

**Company Name:** Polydyne Inc.



GLENDALÉ

**SOLICITATION ADDENDUM**

Solicitation Number: IFB 16-01      Addendum #1      Page 1 of 1

Solicitation Due Date: August 18, 2015      2:00 p.m. (Local Time)

**CITY OF GLENDALE**  
Materials Management  
5850 W. Glendale Avenue  
Suite 317  
Glendale, AZ 85301  
Phone: (623) 930-28XX

**IFB 16-01**

**Chemicals for Water / Wastewater Treatment**

As a result of the pre-offer conference conducted on August 11, 2015, the following revisions and clarifications have been made to Invitation for Bid No. 16-01:

**1. DELETE Section 5.3 on the BIDDING SCHEDULE, in its entirety and REPLACE WITH**

**DELIVER** Bidder states Offeror states that all services shall be performed in accordance with IFB specifications. YES \_\_\_\_\_ NO X (If No answer the following):

Bidder states that all orders shall be delivered within a minimum of 5\* calendar days after receipt of purchase order, contract release document or written notice to proceed from the City of Glendale.

**NOTE:** Bidders may enter their response to Section 5.3 on this Addendum.

**2. MODIFY Section 3.6 PRICE.**

**CHANGE FROM:** All prices quoted shall be firm and fixed for the specified contract period. Supplier price shall include, but is not limited to, travel time, delivery, freight, warranty, etc. Price shall NOT include a fuel surcharge. See the attached Bidder Schedule.

**CHANGE TO:** All prices quoted shall be firm and fixed for an annual period. Supplier price shall include, but is not limited to, travel time, delivery, freight, warranty, etc. Price shall NOT include a fuel surcharge. See the attached Bidder Schedule.

**COMPANY NAME:** Polydyne Inc.

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

Name of Company: Polydyne Inc.  
Address: 1 Chemical Plant Road, Riceboro, GA 31323  
Authorized Signature: *Boyd Stanley*  
Print Name and Title: Boyd Stanley, Business Director

\* While it is possible for Polydyne Inc. to make deliveries within 2 days (48 hours) after receipt of order, it is not probable that 100% of deliveries will meet this requirement over the total life of the contract. Therefore, we are proposing a minimum of 5 calendar days after receipt of order.



## Notice of Intent to Award

**August 20, 2015**

To Our Valued Vendors:

**IFB Number: 16-01, Chemicals for Water / Wastewater Treatment**

Thank you all for participating and submitting a bid on the above solicitation. We appreciate your interest in doing business with the City of Glendale and trust that there will be opportunities in the future for your continued participation.

The City has completed its review of the bids received and recommends award for this solicitation to the following vendors. These vendors were determined to be the lowest, most responsive, responsible bid.

**DPC Enterprises  
SNF Polydyne**

**Reliant Gases  
Thatcher Co.**

**Cal Pacific Carbon, Inc  
Brenntag Pacific, Inc.**

**Pennco, Inc  
Hill Brothers**

The bid tabulation is attached for your review. If you have any questions, or would like further information about the award, please contact me on or before August 27, 2015.

Sincerely,

Connie Schneider  
Materials Management Division  
(623) 930-2868  
Email: [CSchneider@glendaleaz.com](mailto:CSchneider@glendaleaz.com)

**IFB 16-01 Chemicals for Water / Wastewater Treatment**

**Final Bid Tab**

	5.1.1	5.1.2	5.1.3	5.1.4	5.1.5	5.1.6	5.1.7	5.1.8	5.1.9	5.1.10	5.1.11	5.1.12	5.1.13	5.1.14	5.1.15
	Liquid Aluminum Sulfate	Liquid Aluminum Sulfate	Clartec C-6220 Polymer	Clartec C-358 Polymer	50% Liquid Sodium Hydroxide (Caustic Soda)	25% Liquid Sodium Hydroxide (Caustic Soda)	Sodium Bisulfite	Sodium Chloride	Chlorine (2000#)	Chlorine (150#)	Sodium Hypochlorite	Ferrie Chloride	Powdered Activated Carbon (PAC)	Liquid Carbon Dioxide (Co2)	Hydrofluorosilicic Acid (fluoride)
<b>City Annual Estimated Quantity (A)</b>	2,080	1,000	4,600	234,000	120,000	85,000	20,000	1,080	225,000	20,000	300,000	122,000	30	1,390,000	20,000
<b>DPC Enterprises Est Annual</b>						0.7820			0.2870	0.5000	0.7600				
<b>Reliant Gases Est Annual</b>						<b>62,220.00</b>			<b>60,075.00</b>	<b>10,000.00</b>	<b>228,000.00</b>				
<b>Cal-Pacific Carbon Est Annual</b>													920,0000	0.0850	
<b>Pencco Inc. Est Annual</b>												1.2100	<b>27,600.00</b>	<b>118,150.00</b>	
<b>SNF Polydyne Est Annual</b>				0.9100								<b>147,620.00</b>			
<b>Est Annual</b>			<b>4,186.00</b>	<b>76,050.00</b>											
<b>Thatcher Co. Est Annual</b>	95,9300	196,4900						124,9700							2,6840
<b>Est Annual</b>	<b>199,534.40</b>	<b>196,490.00</b>					<b>134,967.80</b>								<b>53,680.00</b>
<b>Brenntag Pacific Est Annual</b>					1.6195										
<b>Est Annual</b>					<b>194,340.00</b>										
<b>Hill Brothers Est Annual</b>							1.1700								
<b>Est Annual</b>							<b>23,400.00</b>								

Contract Analyst:

*Connie Schneider*  
 Connie Schneider

Date: 8/20/2015



## Legislation Description

---

**File #:** 15-617, **Version:** 1

---

**AWARD OF BID IFB 16-01, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM RELIANT GASES, LTD**

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

**Purpose and Recommended Action**

This is a request for City Council to award bid IFB 16-01, authorize the Acting City Manager to enter into an agreement, and approve expenditure of funds for the purchase of chemicals from Reliant Gases, LTD (Reliant) in an amount not to exceed \$625,000 (\$250,000 for the initial two-year term and \$375,000 for the three one-year extensions).

**Background**

The Water Services Department functions to provide safe and reliable water and wastewater services for City of Glendale residents and businesses. Water production and treatment requires the use of a variety of chemicals to effectively treat surface and ground water for public consumption at the city's four water treatment plants. Wastewater collection and treatment also requires the use of chemicals to effectively treat wastewater to A+ effluent standard for recharge or reuse at the two reclamation facilities.

Carbon Dioxide is used in the water treatment process to lower pH factors in raw water to assist with the coagulation stage of water treatment.

**Analysis**

The city's Material Management Division in conjunction with the Water Services Department developed an Invitation for Bid (IFB) for fifteen chemicals. Bid specifications provided for an initial term of agreement for two years with the option to extend at the discretion of the city for three years, in one-year increments. IFB 16-01 was published on July 30, 2015 and seventeen responses were received by the due date of August 18, 2015. The notice of intent to award was sent August 20, 2015. One protest was received and answered.

For the chemical, liquid carbon dioxide, Reliant submitted the lowest, responsive, and responsible bid.

This action will authorize the Acting City Manager to enter into an agreement with Reliant through October 2017, and as needed, extend the agreement through October 2020 and approve the expenditure of funds for an amount not to exceed \$625,000 over the term of the agreement.

**Previous Related Council Action**

On June 10, 2014, City Council approved the expenditure of funds for chemicals from Reliant Gases, LTD in an

amount not to exceed \$210,200 for the FY2014-15.

**Budget and Financial Impacts**

Funding for the annual amount is available in the Water Services FY 2015-16 operating budget. Annual budget appropriation thereafter is contingent upon Council approval.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$125,000</b>	<b>2400-17260-524600, Cholla Water Treatment Plant</b>
	<b>2400-17310-524600, Oasis Surface Water Treatment Plant</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



RELIANT GASES C- \_\_\_\_\_

# CITY OF GLENDALE MATERIALS MANAGEMENT INVITATION FOR BIDS

**SOLICITATION NUMBER:** IFB 16-01

**PUBLISHED DATE:** JULY 30, 2015

**TITLE:** CHEMICALS FOR WATER / WASTEWATER TREATMENT

**PRE-BID CONFERENCE:** AUGUST 11, 2015 2:00 P.M. LOCAL TIME  
(Attendance Optional) (Glendale City Hall, 5850 West Glendale Avenue, Suite 3B)

**BID DUE DATE AND TIME:** AUGUST 18, 2015 BEFORE 2:00 P.M. LOCAL TIME

Bids for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location prior to the time and date cited. Bids received by the correct time and date will be opened at 2:00 P.M. and the name of each bidder and the amount of the bid will be publicly read.

**SUBMITTAL LOCATION:** City of Glendale  
Materials Management  
5850 West Glendale Avenue, Suite 317  
Glendale, Arizona 85301

Bids must be in the actual possession of Materials Management prior to the time and date, and at the location indicated. Materials Management is located on the third (3<sup>rd</sup>) floor of the Glendale Municipal Complex (City Hall) in the Engineering Department. Bids are accepted from the hours of 8:00 am and 5:00 pm, Monday through Friday, unless otherwise indicated for a holiday. All bids will be received, and time/date stamped at the Engineering Department's front counter. Late Bids will not be considered.

Bids must be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the envelope. See Paragraph 2.2 for additional instructions for preparing a bid.

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

For questions regarding this solicitation contact:  
**Connie Schneider, C.P.M.**  
Materials Management Division  
(623) 930-2868  
[CSchneider@Glendaleaz.com](mailto:CSchneider@Glendaleaz.com)



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER  
TREATMENT**

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

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGES</b>
	<b>NOTICE IFB 16-01</b>	<b>1</b>
	<b>TABLE OF CONTENTS</b>	<b>2</b>
<b>1.0</b>	<b>SPECIFICATIONS</b>	<b>3</b>
<b>2.0</b>	<b>SPECIAL INSTRUCTIONS</b>	<b>4</b>
<b>3.0</b>	<b>SPECIAL TERMS AND CONDITIONS</b>	<b>7</b>
<b>4.0</b>	<b>BIDDER SHEET</b>	<b>14</b>
<b>5.0</b>	<b>BIDDING SCHEDULE</b>	<b>15</b>





**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER  
TREATMENT**

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

**1.0 SPECIFICATIONS**

**1.1 INTRODUCTION** - The City of Glendale Water Services Department is requesting bids from qualified bidders for the purchase of various chemicals for the treatment of water and wastewater.

**1.2 GENERAL REQUIREMENTS**

**1.2.1** Orders for chemicals shall be on an as-needed basis and delivered to storage tanks located at any one of the following Water Services Department locations after receipt of order;


**Oasis Water Treatment Plant**  
7070 W Northern Ave  
Glendale, AZ 85303

**Cholla Water Treatment Plant**  
4805 W Cholla  
Glendale, AZ 85304

**Pyramid Peak Water Treatment Plant**  
28101 N. 63rd Ave  
Phoenix, AZ 85083

**1.2.2** Fuel surcharge shall not apply;

**1.2.3** All chemicals shall conform to NSF International Standard 60 and / or appropriate AWWA/ANSI Standards.

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

**2.0 SPECIAL INSTRUCTIONS**

**2.1 RETURN OF BID** One (1) original hard copy. The original bid shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF BID PACKAGE section of this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

**2.2 PREPARATION OF BID PACKAGE** The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

2.2.1 BIDDER SHEET, Section 4.0

2.2.2 BIDDER SCHEDULE, Section 5.0

2.2.3 ADDENDUM, Return all addenda (if applicable).

**2.3 EVALUATION CRITERIA** Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

**2.4 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.

**2.5 ALTERNATE BIDS/EXCEPTIONS**

Bids submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

**2.6 BRAND NAME OR EQUAL** Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.

**2.7 ESTIMATED QUANTITIES** Quantities listed in this solicitation are the City's best estimate. The City may order some, all, more, or none of the individual quantities. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.

**2.8 PROPRIETARY INFORMATION**

Bidders shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Bidder shall not mark any Solicitation Form as proprietary. Pricing




**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER  
TREATMENT**

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

data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Bidders 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 Bidder with prompt written notice so that Bidder may seek a protective order or other appropriate remedy. The Bidder, 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 Bidder in the event that the City must legally disclose the Proprietary Information.

- 2.9 **INQUIRIES** Any question related to this solicitation shall be directed to the Contract Analyst whose name appears above. Any Bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Bidders are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official Bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.
- 2.10 **ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Bidder as it deems necessary to establish the competence and financial stability of any Bidder submitting a bid.
- 2.11 **PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating Bids.
- 2.12 **EVALUATION LITERATURE**  
Bids submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Bids submitted without this product information may be considered as non-responsive and rejected.
- 2.13 **WITHDRAWAL OF BID** At any time prior to the specified solicitation due date and time, a Bidder may formally withdraw the bid by a written letter, facsimile or electronic mail from the Bidder or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 2.14 **NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS** The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Bidders submitting a bid with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

behalf of the City. Contact includes direct or indirect contact by the Bidder, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.


From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Bidders, 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 IFB. This provision shall not prohibit a Bidder 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 bid of the Bidder to be found in violation and to be rejected.

- 2.15 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing) immediately after the City has completed its evaluation process of the Bids received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

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.

- 2.16 CONFLICT OF INTEREST** The Bidder shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

**3.0 SPECIAL TERMS AND CONDITIONS**

**3.1 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing). Bidders are advised to review all provisions of the General Instructions and Conditions for this solicitation.

**3.2 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All Bids 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 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 Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

**3.3 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.


**3.4 LIQUIDATED DAMAGES** If the successful Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the successful proposer shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$500.00. The successful Contractor shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of the successful proposer. The City shall determine what is beyond the control of the successful proposer and his supplier.



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER  
TREATMENT**

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

- 3.5 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: <http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF>
- 3.6 PRICE.** All prices quoted shall be firm and fixed for the specified contract period. Supplier price shall include, but is not limited to, travel time, delivery, freight, warranty, etc. Price shall NOT include a fuel surcharge. See the attached Bidder Schedule.
- 3.7 PRICE ADJUSTMENTS** 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.
- 3.8 PRICE REDUCTION.** Bidder shall offer City a price reduction for its products concurrent with a published price reduction made to other municipalities.
- 3.9 DELIVERY.** All deliveries must include Material Safety Data Sheets (MSDS). All prices are F.O.B. Destination and include delivery and unloading at the specific City destinations. Supplier shall provide all necessary equipment, i.e., compressors, hoses and proper connections to transfer chemicals into City storage tanks or facilities and will be held liable for any spillage on City property. Supplier shall retain title and control of all goods until they are delivered and accepted by City. All risk of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by Supplier. City will notify Supplier promptly of all damaged goods and shall assist Supplier in arranging for inspection.
- 3.10 WARRANTIES.** Successful Supplier(s) warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials, which would result in non-compliance with the contract specification, shall be fully corrected by the Supplier (including labor and materials) without cost to the City.
- 3.11 INSPECTION.** All materials and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this contract will be held at Supplier's risk and may be returned to the Supplier or rejected by the City. If returned or rejected, all costs are the responsibility of the Supplier. The City may elect to do any or all:
- 1.2.13 Waive the non-conformance;
  - 1.2.14 Stop the work immediately;
  - 1.2.15 Bring material into compliance.
- This shall be accomplished by a written determination by the City.
- 3.12 PACKING and SHIPPING.** Successful Supplier shall be responsible for industry standard packing which conforms to requirements of carrier's tariffs and Interstate Commerce

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---


Commission (ICC) regulations. Containers must be clearly marked as to the lot number, destination, address and purchase order number.

- 3.13 **DELIVERY TIME** All deliveries shall be made within **48** hours upon receipt of written notification in the form or a purchase order from the City. All deliveries shall be made within City of Glendale office hours, Monday through Friday, excluding holidays.
- 3.14 **TERM OF AGREEMENT** The term of this agreement shall be for an initial two (2) year period.
- 3.15 **OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement three (3) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager 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.
- 3.16 **CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.
- 3.17 **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.
- 3.18 **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.
- 3.19 **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.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- 1. **Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less

 <p>GLEND/LE</p>	<p align="center"><b>SOLICITATION NUMBER: IFB 16-01</b></p> <p align="center"><b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b></p>	<p align="center">CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
---	---	--

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.

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. **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 affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

***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





**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER  
TREATMENT**

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

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.

- 3.20 WORKERS' COMPENSATION** Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.

- 3.21 EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.


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 Materials Management 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 (Section 4.0). In general, the order will be placed using a City Procurement Card.

- 3.22 CONTRACT CANCELLATION** The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

**3.22.1** The Contractor provides personnel that do not meet the requirements of the contract.

**3.22.2** The Contractor fails to perform adequately the services required in the contract.

 <p>GLEND/LE</p>	<p align="center"><b>SOLICITATION NUMBER: IFB 16-01</b></p> <p align="center"><b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b></p>	<p align="center">CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
---	---	--


- 3.22.3 The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.
- 3.22.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
- 3.22.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

- a. Cancel the contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Contractor;
- d. In case of default, the City reserves the right to purchase materials or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
  - 1. Deduction from an unpaid balance;
  - 2. Any combination of the above or any other remedies as provided by law.

**3.23 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.

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
--	--	---

**3.24 NON-DISCRIMINATION** By submitting this Bid, 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.

**3.1 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.

By signing the bidder sheet, the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, 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.



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER TREATMENT**

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

4.0

**BIDDER SHEET**

**CONDITIONAL ACCEPTANCE**

**INVITATION FOR BID NO. IFB # 16-01**  
**TITLE: CHEMICALS FOR WATER / WASTEWATER TREATMENT**

1. Subject to City Council approval, this notification constitutes a conditional acceptance of your bid to provide the materials listed on the Bidder Schedule. All terms and conditions of the IFB shall apply.
2. The term of the proposed Agreement shall be a two (2) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for three (3) additional years in one (1) year increments based on satisfactory contract performance.
3. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is \_\_\_\_\_.
4. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
5. You are required to sign and return this Acceptance with this Bid. Failure to furnish a signed a copy of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

**OFFER**

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the bid.

Contractor Name: Reliant Gases Contractor Signature: [Signature]  
 Company Address: 10817 W CR60 Printed Name and Title: DAVID BURDICK  
Midland, TX 79707 Division Manager  
 Email Address: DBurdick@Reliantgases.com  
 Company Federal I.D.: 75-2917790 Telephone No.: (303) 912-8600

**ACCEPTANCE OF OFFER**

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature: \_\_\_\_\_  
 Printed Name and Title: Richard A. Bowers, Acting City Manager

Date: \_\_\_\_\_



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER TREATMENT**

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

**5.0 BIDDING SCHEDULE** - Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs.

**Sales tax shall not be included in the Unit Price.**

<b>5.1 CHEMICAL FOR WATER/WASTERWATER TREATMENT</b>						
<b>Chemical</b>	<b>Performance and/or Quality Requirements</b>	<b>City Annual Estimated Quantity (A)</b>	<b>Unit of Measure</b>	<b>Delivery Package Size</b>	<b>Per Unit Price (B)</b>	<b>Extended Price (A x B)</b>
<b>5.1.1</b> Liquid Aluminum Sulfate	Commercial grade purified liquid aluminum sulfate	2,080	Wet Ton	Bulk		
<b>5.1.2</b> Liquid Aluminum Sulfate	Commercial grade purified liquid aluminum sulfate	1,000	Dry Ton	Bulk		
<b>5.1.3</b> Clarifoc C-6220 Polymer	Polydyne or equivalent	4,600	Pounds	2,300# Tote		
<b>5.1.4</b> Clarifoc C-358 Polymer	Polydyne or equivalent	234,000	Pounds	Bulk		
<b>5.1.5</b> 50% Liquid Sodium Hydroxide (Caustic Soda)	Commercial grade 50% liquid solution	120,000	Gallon	Bulk		
<b>5.1.6</b> 25% Liquid Sodium Hydroxide (Caustic Soda)	Commercial grade 25% liquid solution	85,000	Gallon	Bulk		
<b>5.1.7</b> Sodium Bisulfite	40% solution	20,000	Gallon	Bulk		
<b>5.1.8</b> Sodium Chloride	99.9% pure sodium chloride, course size	1,080	Ton	Bulk		
<b>5.1.9</b> Chlorine	2000# Container	225,000	Pound	Bulk		
<b>5.1.10</b> Chlorine	150# Cylinder	20,000	Pound	Bulk		
<b>5.1.11</b> Sodium Hypochlorite	12.50%	300,000	Gallon	Bulk		



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER TREATMENT**

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

Chemical	Performance and/or Quality Requirements	City Annual Estimated Quantity	Unit of Measure	Delivery Package Size	Per Unit Price	Extended Price
<b>5.1.12</b> Ferric Chloride	40% liquid	122,000	Gallon	Bulk		
<b>5.1.13</b> Powdered Activated Carbon (PAC)	Carbon must be bituminous coal or hardwood based. Carbon cannot be lignite coal based. Must have ANS/NSF Standard 61 certification and must meet all applicable AWWA standards per the most recent specification B-600.	30	Ton	Bulk		
<b>5.1.14</b> Liquid Carbon Dioxide (Co2)	Refrigerated, liquid, 99.5%+ purity	1,390,000	Pound	Bulk	.085	118,150
<b>5.1.15</b> Hydrofluorosilicic Acid (fluoride)	Minimum 23% for use in potable water treatment	20,000	Gallon	Bulk		

**GRAND TOTAL (Item Nos. 5.1.1 through 5.1.15) \$ 118,150**

*Attached Force Majeure language is included in this bid*



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER TREATMENT**

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

- 5.2 **TAX AMOUNT** Bidders should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: \_\_\_\_\_ %


- 5.3 **DELIVERY** Bidder states Offeror states that all services shall be performed in accordance with IFB specifications.

- 5.4 **PROCUREMENT CARD ORDERING CAPABILITY** Please check appropriate box.

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

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

Company Name: Reliant Gases

	<b>SOLICITATION ADDENDUM</b>		CITY OF GLENDALE Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-28XX
	Solicitation Number: IFB 16-01	Addendum #1	
Solicitation Due Date: August 18, 2015 2:00 p.m. (Local Time)			

**IFB 16-01**

Chemicals for Water / Wastewater Treatment

As a result of the pre-offer conference conducted on August 11, 2015, the following revisions and clarifications have been made to Invitation for Bid No. 16-01:

**1. DELETE Section 5.3 on the BIDDING SCHEDULE, in its entirety and REPLACE WITH**

**DELIVER** Bidder states Offeror states that all services shall be performed in accordance with IFB specifications. YES  NO  (If No answer the following):

Bidder states that all orders shall be delivered within a minimum of \_\_\_\_\_ calendar days after receipt of purchase order, contract release document or written notice to proceed from the City of Glendale.

**NOTE:** Bidders may enter their response to Section 5.3 on this Addendum.

**2. MODIFY Section 3.6 PRICE.**

**CHANGE FROM:** All prices quoted shall be firm and fixed for the specified contract period. Supplier price shall include, but is not limited to, travel time, delivery, freight, warranty, etc. Price shall NOT include a fuel surcharge. See the attached Bidder Schedule.

**CHANGE TO:** All prices quoted shall be firm and fixed for an annual period. Supplier price shall include, but is not limited to, travel time, delivery, freight, warranty, etc. Price shall NOT include a fuel surcharge. See the attached Bidder Schedule.

COMPANY NAME: RELIANT GASES

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

Name of Company: RELIANT GASES  
Address: 10817 WEST COUNTY RD 60, MIDLAND TX 79707  
Authorized Signature: David Bendick  
Print Name and Title: DAVID BENDICK, DIVISION MANAGER





## Notice of Intent to Award

**August 20, 2015**

To Our Valued Vendors:

**IFB Number: 16-01, Chemicals for Water / Wastewater Treatment**

Thank you all for participating and submitting a bid on the above solicitation. We appreciate your interest in doing business with the City of Glendale and trust that there will be opportunities in the future for your continued participation.

The City has completed its review of the bids received and recommends award for this solicitation to the following vendors. These vendors were determined to be the lowest, most responsive, responsible bid.

**DPC Enterprises  
SNF Polydyne**

**Reliant Gases  
Thatcher Co.**

**Cal Pacific Carbon, Inc  
Brenntag Pacific, Inc.**

**Pennco, Inc  
Hill Brothers**

The bid tabulation is attached for your review. If you have any questions, or would like further information about the award, please contact me on or before August 27, 2015.

Sincerely,

Connie Schneider  
Materials Management Division  
(623) 930-2868  
Email: [CSchneider@glendaleaz.com](mailto:CSchneider@glendaleaz.com)

IFB 16-01 Chemicals for Water / Wastewater Treatment

Final Bid Tab

City Annual Estimated Quantity (A)	Chemical														
	5.1.1	5.1.2	5.1.3	5.1.4	5.1.5	5.1.6	5.1.7	5.1.8	5.1.9	5.1.10	5.1.11	5.1.12	5.1.13	5.1.14	5.1.15
	Liquid Aluminum Sulfate	Liquid Aluminum Sulfate	Clarifloc C-6220 Polymer	Clarifloc C-358 Polymer	50% Liquid Sodium Hydroxide (Caustic Soda)	25% Liquid Sodium Hydroxide (Caustic Soda)	Sodium Bisulfite	Sodium Chloride	Chlorine (2000#)	Chlorine (150#)	Sodium Hypochlorite	Ferric Chloride	Powdered Activated Carbon (PAC)	Liquid Carbon Dioxide (Co2)	Hydrofluorosilicic Acid (fluoride)
DPC Enterprises Est Annual	2,080	1,000	4,600	234,000	120,000	85,000	20,000	1,080	225,000	20,000	300,000	122,000	30	1,390,000	20,000
Reliant Gasés Est Annual						0.7320			0.2670	0.5000	0.7600				
Cal-Pacific Carbon Est Annual						62,220.00			60,075.00	10,000.00	228,000.00			0.0850	
Pencco Inc. Est Annual												1.2100	920.0000	118,150.00	
SNF Polydyne Est Annual			0.9100	0.3250								147,620.00			
Thatcher Co. Est Annual	95.9300	196.4900	4,186.00	76,050.00											
Brenntag Pacific Est Annual	199,534.40	196,490.00													2,6940
Hill Brothers Est Annual					1,6195										53,680.00
					194,340.00										
							1.1700								
							23,400.00								

Contract Analyst: Connie Schneider Date: 8/20/2015



## Legislation Description

---

**File #:** 15-618, **Version:** 1

---

**AWARD OF BID IFB 16-01, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM CAL-PACIFIC CARBON, INC.**

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

**Purpose and Recommended Action**

This is a request for City Council to award bid IFB 16-01, authorize the Acting City Manager to enter into an agreement, and approve expenditure of funds for the purchase of chemicals from Cal-Pacific Carbon, Inc. (Cal-Pacific) in an amount not to exceed \$150,000 (\$60,000 for the initial two-year term and \$90,000 for the three one-year extensions).

**Background**

The Water Services Department functions to provide safe and reliable water and wastewater services for City of Glendale residents and businesses. Water production and treatment requires the use of a variety of chemicals to effectively treat surface and ground water for public consumption at the city's four water treatment plants. Wastewater collection and treatment also requires the use of chemicals to effectively treat wastewater to A+ effluent standard for recharge or reuse at the two reclamation facilities.

Powdered activated carbon is used for seasonal taste and odor control in the water treatment process.

**Analysis**

The city's Material Management Division in conjunction with the Water Services Department developed an Invitation for Bid (IFB) for fifteen chemicals. Bid specifications provided for an initial term of agreement for two years with the option to extend at the discretion of the city for three years, in one-year increments. IFB 16-01 was published on July 30, 2015 and seventeen responses were received by the due date of August 18, 2015. The notice of intent to award was sent August 20, 2015. One protest was received and answered.

For the chemical, powdered activated carbon, Cal-Pacific, submitted the lowest, responsive, and responsible bid.

This action will authorize the Acting City Manager to enter into an agreement with Cal-Pacific through October 2017, and as needed, extend the agreement through October 2020 and approve the expenditure of funds for an amount not to exceed \$150,000 over the term of the agreement.

**Budget and Financial Impacts**

Funding for the annual amount is available in the Water Services FY 2015-16 operating budget. Annual

budget appropriation thereafter is contingent upon Council approval.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$30,000</b>	<b>2400-17250-524600, Pyramid Peak Water Treatment Plant</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

CAL PACIFIC CARBON, INC. C-\_\_\_\_\_



# CITY OF GLENDALE MATERIALS MANAGEMENT INVITATION FOR BIDS

**SOLICITATION NUMBER:** IFB 16-01

**PUBLISHED DATE:** JULY 30, 2015

**TITLE:** CHEMICALS FOR WATER / WASTEWATER TREATMENT

**PRE-BID CONFERENCE:** AUGUST 11, 2015 2:00 P.M. LOCAL TIME  
(Attendance Optional) (Glendale City Hall, 5850 West Glendale Avenue, Suite 3B)

**BID DUE DATE AND TIME:** AUGUST 18, 2015 BEFORE 2:00 P.M. LOCAL TIME

Bids for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location prior to the time and date cited. Bids received by the correct time and date will be opened at 2:00 P.M. and the name of each bidder and the amount of the bid will be publicly read.


**SUBMITTAL LOCATION:** City of Glendale  
Materials Management  
5850 West Glendale Avenue, Suite 317  
Glendale, Arizona 85301

Bids must be in the actual possession of Materials Management prior to the time and date, and at the location indicated. Materials Management is located on the third (3<sup>rd</sup>) floor of the Glendale Municipal Complex (City Hall) in the Engineering Department. Bids are accepted from the hours of 8:00 am and 5:00 pm, Monday through Friday, unless otherwise indicated for a holiday. All bids will be received, and time/date stamped at the Engineering Department's front counter. Late Bids will not be considered.

Bids must be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the envelope. See Paragraph 2.2 for additional instructions for preparing a bid.


**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

For questions regarding this solicitation contact:  
**Connie Schneider, C.P.M.**  
Materials Management Division  
(623) 930-2868  
[CSchneider@Glendaleaz.com](mailto:CSchneider@Glendaleaz.com)

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGES</b>
	<b>NOTICE IFB 16-01</b>	<b>1</b>
	<b>TABLE OF CONTENTS</b>	<b>2</b>
<b>1.0</b>	<b>SPECIFICATIONS</b>	<b>3</b>
<b>2.0</b>	<b>SPECIAL INSTRUCTIONS</b>	<b>4</b>
<b>3.0</b>	<b>SPECIAL TERMS AND CONDITIONS</b>	<b>7</b>
<b>4.0</b>	<b>BIDDER SHEET</b>	<b>14</b>
<b>5.0</b>	<b>BIDDING SCHEDULE</b>	<b>15</b>

	<p style="text-align: center;"><b>SOLICITATION NUMBER: IFB 16-01</b></p> <p style="text-align: center;"><b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b></p>	<p><b>CITY OF GLENDALE</b>  <b>Materials Management</b>  <b>5850 West Glendale</b>  <b>Avenue, Suite 317</b>  <b>Glendale, Arizona 85301</b></p>
--	---	--

**1.0 SPECIFICATIONS**

**1.1 INTRODUCTION** - The City of Glendale Water Services Department is requesting bids from qualified bidders for the purchase of various chemicals for the treatment of water and wastewater.

**1.2 GENERAL REQUIREMENTS**

**1.2.1** Orders for chemicals shall be on an as-needed basis and delivered to storage tanks located at any one of the following Water Services Department locations after receipt of order;


**Oasis Water Treatment Plant**  
7070 W Northern Ave  
Glendale, AZ 85303

**Cholla Water Treatment Plant**  
4805 W Cholla  
Glendale, AZ 85304

**Pyramid Peak Water Treatment Plant**  
28101 N. 63rd Ave  
Phoenix, AZ 85083

**1.2.2** Fuel surcharge shall not apply;

**1.2.3** All chemicals shall conform to NSF International Standard 60 and / or appropriate AWWA/ANSI Standards.

	<b>SOLICITATION NUMBER: IFB 16-01</b>  <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

**2.0 SPECIAL INSTRUCTIONS**

**2.1 RETURN OF BID** One (1) original hard copy. The original bid shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF BID PACKAGE section of this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

**2.2 PREPARATION OF BID PACKAGE** The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

2.2.1 BIDDER SHEET, Section 4.0

2.2.2 BIDDER SCHEDULE, Section 5.0

2.2.3 ADDENDUM, Return all addenda (if applicable).

**2.3 EVALUATION CRITERIA** Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

**2.4 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.

**2.5 ALTERNATE BIDS/EXCEPTIONS**

Bids submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.


**2.6 BRAND NAME OR EQUAL** Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.

**2.7 ESTIMATED QUANTITIES** Quantities listed in this solicitation are the City's best estimate. The City may order some, all, more, or none of the individual quantities. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.

**2.8 PROPRIETARY INFORMATION**

Bidders shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Bidder shall not mark any Solicitation Form as proprietary. Pricing




	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Bidders 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 Bidder with prompt written notice so that Bidder may seek a protective order or other appropriate remedy. The Bidder, 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 Bidder in the event that the City must legally disclose the Proprietary Information.

- 2.9 **INQUIRIES** Any question related to this solicitation shall be directed to the Contract Analyst whose name appears above. Any Bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Bidders are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official Bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.
- 2.10 **ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Bidder as it deems necessary to establish the competence and financial stability of any Bidder submitting a bid.
- 2.11 **PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating Bids.
- 2.12 **EVALUATION LITERATURE**  
 Bids submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Bids submitted without this product information may be considered as non-responsive and rejected.
- 2.13 **WITHDRAWAL OF BID** At any time prior to the specified solicitation due date and time, a Bidder may formally withdraw the bid by a written letter, facsimile or electronic mail from the Bidder or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 2.14 **NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS** The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Bidders submitting a bid with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on

	<b>SOLICITATION NUMBER: IFB 16-01</b>  <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

behalf of the City. Contact includes direct or indirect contact by the Bidder, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.


From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Bidders, 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 IFB. This provision shall not prohibit a Bidder 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 bid of the Bidder to be found in violation and to be rejected.

- 2.15 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing) immediately after the City has completed its evaluation process of the Bids received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

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.

- 2.16 CONFLICT OF INTEREST** The Bidder shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

**3.0 SPECIAL TERMS AND CONDITIONS**

**3.1 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing). Bidders are advised to review all provisions of the General Instructions and Conditions for this solicitation.

**3.2 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All Bids 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 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 Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

**3.3 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.

**3.4 LIQUIDATED DAMAGES** If the successful Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the successful proposer shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$500.00. The successful Contractor shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of the successful proposer. The City shall determine what is beyond the control of the successful proposer and his supplier.



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER TREATMENT**

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

- 3.5 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: <http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF>
- 3.6 PRICE**. All prices quoted shall be firm and fixed for the specified contract period. Supplier price shall include, but is not limited to, travel time, delivery, freight, warranty, etc. Price shall NOT include a fuel surcharge. See the attached Bidder Schedule.
- 3.7 PRICE ADJUSTMENTS** 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.
- 3.8 PRICE REDUCTION**. Bidder shall offer City a price reduction for its products concurrent with a published price reduction made to other municipalities.
- 3.9 DELIVERY**. All deliveries must include Material Safety Data Sheets (MSDS). All prices are F.O.B. Destination and include delivery and unloading at the specific City destinations. Supplier shall provide all necessary equipment, i.e., compressors, hoses and proper connections to transfer chemicals into City storage tanks or facilities and will be held liable for any spillage on City property. Supplier shall retain title and control of all goods until they are delivered and accepted by City. All risk of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by Supplier. City will notify Supplier promptly of all damaged goods and shall assist Supplier in arranging for inspection.
- 3.10 WARRANTIES**. Successful Supplier(s) warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials, which would result in non-compliance with the contract specification, shall be fully corrected by the Supplier (including labor and materials) without cost to the City.
- 3.11 INSPECTION**. All materials and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this contract will be held at Supplier's risk and may be returned to the Supplier or rejected by the City. If returned or rejected, all costs are the responsibility of the Supplier. The City may elect to do any or all:
- 1.2.13 Waive the non-conformance;
  - 1.2.14 Stop the work immediately;
  - 1.2.15 Bring material into compliance.
- This shall be accomplished by a written determination by the City.
- 3.12 PACKING and SHIPPING**. Successful Supplier shall be responsible for industry standard packing which conforms to requirements of carrier's tariffs and Interstate Commerce



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER  
TREATMENT**

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


Commission (ICC) regulations. Containers must be clearly marked as to the lot number, destination, address and purchase order number.

- 3.13 **DELIVERY TIME** All deliveries shall be made within **48** hours upon receipt of written notification in the form or a purchase order from the City. All deliveries shall be made within City of Glendale office hours, Monday through Friday, excluding holidays.
- 3.14 **TERM OF AGREEMENT** The term of this agreement shall be for an initial two (2) year period.
- 3.15 **OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement three (3) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager 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.
- 3.16 **CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.
- 3.17 **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.
- 3.18 **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.
- 3.19 **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.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less

 <p>GLENDALÉ</p>	<p><b>SOLICITATION NUMBER: IFB 16-01</b></p> <p><b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b></p>	<p>CITY OF GLENDALE  Materials Management  5850 West Glendale  Avenue, Suite 317  Glendale, Arizona 85301</p>
---	---	---

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.

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. **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 affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

***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

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

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.

- 3.20 WORKERS' COMPENSATION** Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.

- 3.21 EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.


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 Materials Management 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 (Section 4.0). In general, the order will be placed using a City Procurement Card.

- 3.22 CONTRACT CANCELLATION** The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

**3.22.1** The Contractor provides personnel that do not meet the requirements of the contract.

**3.22.2** The Contractor fails to perform adequately the services required in the contract.

	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

- 3.22.3 The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.
- 3.22.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
- 3.22.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.


If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

- a. Cancel the contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Contractor;
- d. In case of default, the City reserves the right to purchase materials or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
  - 1. Deduction from an unpaid balance;
  - 2. Any combination of the above or any other remedies as provided by law.

**3.23 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 "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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.



	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

3.24 **NON-DISCRIMINATION** By submitting this Bid, 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.

3.1 **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.

By signing the bidder sheet, the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, 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.



**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER TREATMENT**

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

4.0

**BIDDER SHEET**

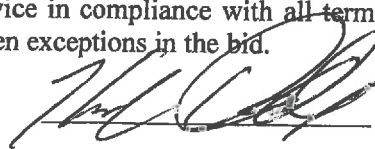
**CONDITIONAL ACCEPTANCE**

**INVITATION FOR BID NO. IFB # 16-01**  
**TITLE: CHEMICALS FOR WATER / WASTEWATER TREATMENT**

1. Subject to City Council approval, this notification constitutes a conditional acceptance of your bid to provide the materials listed on the Bidder Schedule. All terms and conditions of the IFB shall apply.
2. The term of the proposed Agreement shall be a two (2) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for three (3) additional years in one (1) year increments based on satisfactory contract performance.
3. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is \_\_\_\_\_.
4. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
5. You are required to sign and return this Acceptance with this Bid. Failure to furnish a signed a copy of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

**OFFER**

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the bid.


Contractor Name: Cal-Pacific Carbon, LLC Contractor Signature:   
 Company Address: 555 So. Depot Rd. Printed Name and Title: Kenneth A. Quigley  
Fields Landing, CA 95537-0103 Email Address: pacarb@att.net  
 Company Federal I.D.: 68-0381609 Telephone No.: 707-268-8766

**ACCEPTANCE OF OFFER**

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature: \_\_\_\_\_  
 Printed Name and Title: Richard A. Bowers, Acting City Manager

Date: \_\_\_\_\_

 GLENDALE	<b>SOLICITATION NUMBER: IFB 16-01</b> <b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b>	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	--

**5.0 BIDDING SCHEDULE** - Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs.

**Sales tax shall not be included in the Unit Price.**

<b>5.1 CHEMICAL FOR WATER / WASTERWATER TREATMENT</b>						
Chemical	Performance and/or Quality Requirements	City Annual Estimated Quantity (A)	Unit of Measure	Delivery Package Size	Per Unit Price (B)	Extended Price (A x B)
<b>5.1.1</b> Liquid Aluminum Sulfate	Commercial grade purified liquid aluminum sulfate	2,080	Wet Ton	Bulk		
<b>5.1.2</b> Liquid Aluminum Sulfate	Commercial grade purified liquid aluminum sulfate	1,000	Dry Ton	Bulk		
<b>5.1.3</b> Clarifoc C-6220 Polymer	Polydyne or equivalent	4,600	Pounds	2,300# Tote		
<b>5.1.4</b> Clarifoc C-358 Polymer	Polydyne or equivalent	234,000	Pounds	Bulk		
<b>5.1.5</b> 50% Liquid Sodium Hydroxide (Caustic Soda)	Commercial grade 50% liquid solution	120,000	Gallon	Bulk		
<b>5.1.6</b> 25% Liquid Sodium Hydroxide (Caustic Soda)	Commercial grade 25% liquid solution	85,000	Gallon	Bulk		
<b>5.1.7</b> Sodium Bisulfite	40% solution	20,000	Gallon	Bulk		
<b>5.1.8</b> Sodium Chloride	99.9% pure sodium chloride, course size	1,080	Ton	Bulk		
<b>5.1.9</b> Chlorine	2000# Container	225,000	Pound	Bulk		
<b>5.1.10</b> Chlorine	150# Cylinder	20,000	Pound	Bulk		
<b>5.1.11</b> Sodium Hypochlorite	12.50%	300,000	Gallon	Bulk		




**SOLICITATION NUMBER: IFB 16-01**  
**CHEMICALS FOR WATER / WASTEWATER TREATMENT**

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

Chemical	Performance and/or Quality Requirements	City Annual Estimated Quantity	Unit of Measure	Delivery Package Size	Per Unit Price	Extended Price
<b>5.1.12</b> Ferric Chloride	40% liquid	122,000	Gallon	Bulk		
<b>5.1.13</b> Powdered Activated Carbon (PAC)	Carbon must be bituminous coal or hardwood based. Carbon cannot be lignite coal based. Must have ANS/NSF Standard 61 certification and must meet all applicable AWWA standards per the most recent specification B-600.	30	Ton	Bulk	920.00	\$27,600.00
<b>5.1.14</b> Liquid Carbon Dioxide (Co2)	Refrigerated, liquid, 99.5%+ purity	1,390,000	Pound	Bulk		
<b>5.1.15</b> Hydrofluorosilicic Acid (fluoride)	Minimum 23% for use in potable water treatment	20,000	Gallon	Bulk		

<b>GRAND TOTAL (Item Nos. 5.1.1 through 5.1.15)</b>	\$ <u>27,600.00</u>
---	---------------------

 <p>GLEND ALE</p>	<p align="center"><b>SOLICITATION NUMBER: IFB 16-01</b></p> <p align="center"><b>CHEMICALS FOR WATER / WASTEWATER TREATMENT</b></p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
--	---	---

**5.2 TAX AMOUNT** Bidders should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: \_\_\_\_\_%

**5.3 DELIVERY** Bidder states Offeror states that all services shall be performed in accordance with IFB specifications.

**5.4 PROCUREMENT CARD ORDERING CAPABILITY** Please check appropriate box.

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

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

Company Name: Gal-Pacific Carbon, LLC



**SOLICITATION ADDENDUM**

CITY OF GLENDALE  
Materials Management  
5850 W. Glendale Avenue  
Suite 317  
Glendale, AZ 85301  
Phone: (623) 930-28XX

Solicitation Number: IFB 16-01      Addendum #1      Page 1 of 1  
Solicitation Due Date: August 18, 2015      2:00 p.m. (Local Time)

**IFB 16-01**

**Chemicals for Water / Wastewater Treatment**

As a result of the pre-offer conference conducted on August 11, 2015, the following revisions and clarifications have been made to Invitation for Bid No. 16-01:

**1. DELETE Section 5.3 on the BIDDING SCHEDULE, in its entirety and REPLACE WITH**

**DELIVER** Bidder states Offeror states that all services shall be performed in accordance with IFB specifications. YES \_\_\_\_\_ NO X (If No answer the following):

Bidder states that all orders shall be delivered within a minimum of 7 calendar days after receipt of purchase order, contract release document or written notice to proceed from the City of Glendale.

**NOTE:** Bidders may enter their response to Section 5.3 on this Addendum.

**2. MODIFY Section 3.6 PRICE.**

**CHANGE FROM:** All prices quoted shall be firm and fixed for the specified contract period. Supplier price shall include, but is not limited to, travel time, delivery, freight, warranty, etc. Price shall NOT include a fuel surcharge. See the attached Bidder Schedule.

**CHANGE TO:** All prices quoted shall be firm and fixed for an annual period. Supplier price shall include, but is not limited to, travel time, delivery, freight, warranty, etc. Price shall NOT include a fuel surcharge. See the attached Bidder Schedule.

**COMPANY NAME:** Cal-Pacific Carbon, LLC

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

Name of Company: Cal-Pacific Carbon, LLC

Address: 555 So. Depot Rd. Fields Landing, CA 95537-0103

Authorized Signature:

Print Name and Title: Kenneth A. Quigley/General Manager



## Notice of Intent to Award

**August 20, 2015**

To Our Valued Vendors:

**IFB Number: 16-01, Chemicals for Water / Wastewater Treatment**

Thank you all for participating and submitting a bid on the above solicitation. We appreciate your interest in doing business with the City of Glendale and trust that there will be opportunities in the future for your continued participation.

The City has completed its review of the bids received and recommends award for this solicitation to the following vendors. These vendors were determined to be the lowest, most responsive, responsible bid.

**DPC Enterprises  
SNF Polydyne**

**Reliant Gases  
Thatcher Co.**

**Cal Pacific Carbon, Inc  
Brenntag Pacific, Inc.**

**Pennco, Inc  
Hill Brothers**

The bid tabulation is attached for your review. If you have any questions, or would like further information about the award, please contact me on or before August 27, 2015.

Sincerely,

Connie Schneider  
Materials Management Division  
(623) 930-2868  
Email: [CSchneider@glendaleaz.com](mailto:CSchneider@glendaleaz.com)

IFB 16-01 Chemicals for Water / Wastewater Treatment

Final Bid Tab

City Annual Estimated Quantity	5.1.1	5.1.2	5.1.3	5.1.4	5.1.5	5.1.6	5.1.7	5.1.8	5.1.9	5.1.10	5.1.11	5.1.12	5.1.13	5.1.14	5.1.15
Chemical	Liquid Aluminum Sulfate	Liquid Aluminum Sulfate	Clarifloc C-6220 Polymer	Clarifloc C-358 Polymer	50% Liquid Sodium Hydroxide (Caustic Soda)	25% Liquid Sodium Hydroxide (Caustic Soda)	Sodium Bisulfite	Sodium Chloride	Chlorine (2000#)	Chlorine (150#)	Sodium Hypochlorite	Ferric Chloride	Powdered Activated Carbon (PAC)	Liquid Carbon Dioxide (CO2)	Hydrofluorosilicic Acid (Fluoride)
DPC Enterprises Est Annual	2,080	1,000	4,600	234,000	120,000	85,000	20,000	1,080	225,000	20,000	300,000	122,000	30	1,390,000	20,000
Reliant Gases Est Annual						0.7320			0.2670	0.5000	0.7600				
Cal-Pacific Carbon Est Annual						62,220.00			60,075.00	10,000.00	228,000.00			0.0850	
Percco Inc. Est Annual													920,0000	118,150.00	
SNF Polydyne Est Annual			0.9100	0.3250								1.2100			
Thatcher Co. Est Annual	95.9300	196,4900	4,186.00	76,050.00								147,620.00			
Brenntag Pacific Est Annual	199,534.40	196,490.00						124.9700							2,6840
Hill Brothers Est Annual					1.6195			134,967.60							53,680.00
					194,340.00										
							1.1700								
							23,400.00								

Contract Analyst:

*Connie Schneider*

Connie Schneider

Date: 8/20/2015





## Legislation Description

---

**File #:** 15-619, **Version:** 1

---

**AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH KELLER ELECTRICAL INDUSTRIES, INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR THE REPAIR SERVICES AT VARIOUS WATER AND WASTEWATER FACILITIES**

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

**Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Keller Electrical Industries, Inc., for repair services and approve expenditure of funds in an amount not to exceed \$600,000 (\$200,000 for the initial period and \$100,000 annually for the remaining contract term of four years). This cooperative purchase is available through an agreement between the City of Chandler and Keller Electrical Industries, Inc., contract WA5-936-3480, and is effective through June 30, 2017.

**Background**

The City's water treatment, distribution, wastewater collection and treatment systems include an array of groundwater wells, booster stations, lift stations and other process equipment. From time to time, this equipment needs rehabilitating or replacing. While the system has redundant and backup equipment available, the loss of equipment reduces the service level capacity and time is of the essence to get the equipment back in service. Having "on-call" repair contractors reduces the time equipment is out of service.

As most vendors do not repair all brands or types of equipment, the City will contract with multiple repair vendors. Additionally, some vendors have exclusive responsibilities for specific manufacturers. Currently, the City has multiple agreements for repair services and intends to contract with additional firms as needed.

**Analysis**

Cooperative purchasing allows counties, municipalities, schools, colleges, and universities in Arizona to use a contract that has been 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. The cooperative purchase is compliant with Chapter 2, article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

On June 12, 2015, the City of Chandler, Arizona entered into a multiple vendor agreement for Water Wastewater Equipment Repair and Maintenance (contract WA5-936-3480). Contract WA5-936-3480 permits its cooperative use by other governmental agencies. The City of Glendale Materials Management and the City Attorney offices have reviewed and approved the utilization of the agreement from the City of Chandler for

the defined services, and concur the cooperative purchase is in the best interest of the City.

This action will authorize the Acting City Manager to enter into a linking agreement with Keller Electrical Industries, Inc. for repair services and approve expenditure of funds for an amount not to exceed \$600,000 over the term of the agreement.

**Previous Related Council Action**

On August 25, 2015, Council approved the agreements and expenditure of funds for the pump repair services for Weber Resources, LLC and Layne Christensen Company.

On December 18, 2014, Council approved the expenditure of funds for the repair of pumps located at the Oasis Water Treatment Facility with Pump Systems, Inc.

On May 27, 2014, Council approved the extension and increase of expenditure of funds for the purchase, repair and maintenance of pump and mixer equipment from James, Cooke and Hobson, Inc.

**Community Benefit/Public Involvement**

Having multiple repair vendors under contract will provide the city the ability to receive quick and efficient repairs in order to get equipment back into service. This will maintain quality of life and add to the safety and security of Glendale’s citizens.

**Budget and Financial Impacts**

Funding is available in the Water Services FY2015-16 operating budget. Total expenditure is not to exceed \$100,000 annually. Annual budget appropriation thereafter is contingent upon Council approval. Total expenditures are not to exceed \$600,000 for the entire term of this agreement. The budget will be encumbered only as the repair is needed.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$100,000</b>	<b>2360-17160-523400, Arrowhead Water Reclamation Facility</b>
	<b>2360-17170-523400, West Area Water Reclamation Facility</b>
	<b>2400-17240-518200, Central System Controls</b>
	<b>2400-17280-523400, Central System Maintenance</b>
	<b>2400-17250-523400, Pyramid Peak Water Treatment Plant</b>
	<b>2400-17260-523400, Cholla Water Treatment Plant</b>
	<b>2400-17310-523400, Oasis Surface Water Treatment Plant</b>
	<b>2400-17320-523400, Oasis Groundwater Water Treatment Plant</b>

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  
KELLER ELECTRICAL INDUSTRIES, 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 Keller Electrical Industries, Inc., an Arizona corporation ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On July 1, 2015, under the S.A.V.E Cooperative Purchasing Agreement, the City of Chandler entered into a contract with Contractor to purchase the goods and services described in the Water Wastewater Equipment Repair and Maintenance Agreement, Agreement No. WA5-936-3480, which is attached hereto as Exhibit A. The Water Wastewater Equipment Repair and Maintenance Agreement permits its cooperative use by other governmental agencies including the City. The Water Wastewater Equipment Repair and Maintenance Agreement is hereinafter referred to as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

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

- 1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was July 1, 2015, 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 extend the contract beyond June 30, 2021. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until June 30, 2017. The City, however, may renew the term of this Agreement for 2 two-year periods until the Cooperative Purchasing Agreement expires on June 30, 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 a two-year renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed six hundred thousand dollars (\$600,000).

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

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

City of Glendale  
c/o Anthony Weathersby  
7070 W Northern Ave  
Glendale, Arizona 85303  
623-930-4108

and

Keller Electrical Industries, Inc.  
c/o Terri Watkins  
1881 East University Drive  
Phoenix, AZ 85034

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

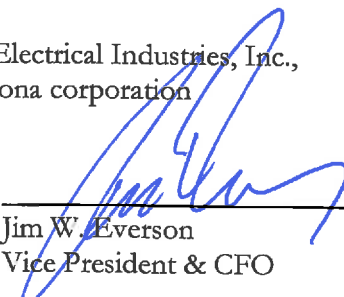
“City”

City of Glendale, an Arizona  
municipal corporation

By: \_\_\_\_\_  
Richard A. Bowers  
Acting City Manager

“Contractor”

Keller Electrical Industries, Inc.,  
an Arizona corporation

By:  \_\_\_\_\_  
Name: Jim W. Everson  
Title: Vice President & CFO

ATTEST:

\_\_\_\_\_  
Pamela Hanna (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

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

**EXHIBIT A**  
City of Chandler Agreement No. WA5-936-3480

18-2362

**CITY OF CHANDLER SERVICES AGREEMENT  
WATER WASTEWATER EQUIPMENT REPAIR AND MAINTENANCE  
AGREEMENT NO.: WA5-936-3480**

THIS AGREEMENT is made and entered into this 12 day of June, 2015, by and between the City of Chandler, a municipal corporation of the State of Arizona, hereinafter referred to as "CITY", and Keller Electrical Industries, Inc., a Corporation of the State of Arizona, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATOR:**

- 1.1. **Contract Administrator.** CONTRACTOR shall act under the authority and approval of the Cost Center Superintendent/ designee (Contract Administrator), to provide the services required by this Agreement.
- 1.2. **Key Staff.** This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.
- 1.3. **Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.
- 1.4. **Subcontracts.** CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

**2. SCOPE OF WORK:** CONTRACTOR shall Water and Wastewater Equipment Repair and maintenance all as more specifically set forth in the Scope of Work, labeled Exhibit B, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein.

- 2.1. **Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.2. **Licenses.** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.
- 2.3. **Advertising, Publishing and Promotion of Contract.** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the CITY.
- 2.4. **Compliance with Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.



- 2.4.1 Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
- 2.4.2 A breach of the Contractor Immigration Warranty (Exhibit A) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
- 2.4.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verification.
- 2.4.5 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, bulking or transportation facility or improvement to real property.
- 2.4.6 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.
- 2.4.7 In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.
- 2.5. **Warranties.**
- 2.6. **One-Year Warranty.** CONTRACTOR must provide a one-year warranty on all work performed pursuant to this Contract.
3. **ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.
  - 3.1. **Records.** 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.
  - 3.2. **Audit.** At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.
  - 3.3. **New/Current Products.** All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.
  - 3.4. **Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.

**4. PRICE:**

- 4.1.** CONTRACTOR will charge hourly rates listed in Exhibit C for time spent performing services cope of work at the relevant work location. CONTRACTOR will charge partial hours spent performing services rounded up to the closest 5-minute increment of the hourly rate (1/12 of one hour rate) and shall detail time spent performing services and type of employee providing it in each monthly invoice. Parts or equipment used to perform services shall be itemized on monthly invoice and supported with CONTRACTOR'S invoice showing amount it paid. Any work on Saturdays, Sundays or holidays will require advance approval from Contract Administrator.
- 4.2.** **Taxes.** CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no legal obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.
- 4.3.** **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.
- 4.4.** **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
- 4.5.** **Price Adjustment.** CITY may approve a fully documented request for a price increase only after the Contract has been in effect for two years. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. CITY shall determine whether the requested price increase or an alternate option, is in the best interest of CITY. If a price increase is agreed upon a written Contract Amendment shall be approved and executed by the Parties.
- 4.6.** **Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 4.7.** **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.

**5. TERM:**

- 5.1.** The term of the Contract is two year(s), commencing on July 1, 2015 and terminating on June 30, 2017 unless sooner terminated in accordance with the provisions herein. The contract may be extended two additional terms of two years each with mutual agreement of the City and The Contractor.

**6 USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.

- 6.1. Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at

[www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five (5) times during a month, CONTRACTOR shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all CONTRACTORS, sub-CONTRACTORS or vendors and their employees for which fingerprints are submitted to the District. Additionally, the CONTRACTOR shall comply with the governing body fingerprinting policies of each individual school district/public entity. CONTRACTOR, sub-contractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The CITY shall not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

- 6.2. Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

## **7 CITY'S CONTRACTUAL REMEDIES:**

- 7.1. Right to Assurance.** If the City 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 Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.
- 7.2. Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 7.3.** If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 7.4. Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.
- 7.5. Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.
- 7.6. Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

**8. TERMINATION:**

- 8.1 Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.
- 8.2 Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:
- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
  - 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
  - 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
  - 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
  - 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
  - 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
  - 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.
- 8.3. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract 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 City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, 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 CONTRACTOR.
- 8.5. Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 8.6. Continuation of Performance through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

- 8.7. No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8.8. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
- 9. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
- 10. DISPUTE RESOLUTION:**
- 10.1. Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 10.2. Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 10.3. Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
- 11. INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by CONTRACTOR, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of CONTRACTOR's and subcontractor's employees.

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

**12. INSURANCE:**

**1. General.**

- A. At the same time as execution of this Agreement, the CONTRACTOR shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The CONTRACTOR and any of its subcontractors, subconsultants or sublicensees shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect CONTRACTOR from liabilities that might arise out of the performance of the Agreement services under this Agreement by CONTRACTOR, its agents, representatives, employees, subcontractors, sublicensees or subconsultants and the CONTRACTOR is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the CONTRACTOR from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of SubContractors: If any work is subcontracted in any way, the CONTRACTOR shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the CONTRACTOR in this Agreement. The CONTRACTOR is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

**2. Minimum Scope and Limits of Insurance.** The CONTRACTOR shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* CONTRACTOR must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* CONTRACTOR must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on CONTRACTOR owned, hired, and non-owned vehicles assigned to or used in the performance of the CONTRACTOR's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. **Workers Compensation and Employers Liability Insurance:** CONTRACTOR must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

D. **Installation Floater**

Coverage equal to the initial Contract Amount including labor and expenses, policy shall include the following provisions:

- a. *The CITY, CONTRACTOR, subcontractor and any others with an insurable interest in the work shall be insureds on the policy.*
- b. *Coverage shall be written on a Covered Cause of Loss-Special Form, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing.*
- c. *Policy shall be maintained until whichever of the following shall first occur:*
  - i. *final payment has been made; or,*
  - ii. *until no person or entity, other than the CITY has an insurable interest in the property required to be covered.*
- d. *Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the CITY.*
- e. *The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the CONTRACTOR and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.*
- f. *CONTRACTOR is responsible for the payment of all deductibles under the Installation Floater policy. Waives all rights of recovery and subrogation against the City under the CONTRACTOR-provided Installation Floater coverage.*

3. **Additional Policy Provisions Required.**

- A. **Self-Insured Retentions Or Deductibles.** Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
- B. **City as Additional Insured.** The policies are to contain, or be endorsed to contain, the following provisions:
  1. The Commercial General Liability, Installation Floater, and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the CONTRACTOR including the City's general supervision of the CONTRACTOR; Products and Completed operations of the CONTRACTOR; and automobiles owned, leased, hired, or borrowed by the CONTRACTOR.
  2. The CONTRACTOR's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.
  3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the CONTRACTOR even if those limits of liability are in excess of those required by this Agreement.

4. The CONTRACTOR's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the CONTRACTOR and must not contribute to it.
5. The CONTRACTOR's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Coverage provided by the CONTRACTOR must not be limited to the liability assumed under the indemnification provisions of this Agreement.
7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the CONTRACTOR for the City.
8. The CONTRACTOR, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The CONTRACTOR must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the CONTRACTOR must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.
13. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

**In the case of the CITY**

Contract Procurement Officer  
 Administrator: \_\_\_\_\_  
 Contact: Mike Mandt  
 Mailing Address: PO Box 4008  
 Physical Address: 175 S Arizona  
Avenue  
 City, State, Zip Chandler, AZ 85244-  
4008  
 Phone: 480-782-2406

**In the case of the CONTRACTOR**

Firm Name: Keller Electrical Industries,  
 Inc.  
 Contact: Traci Watkins  
 Address: 1881 East University Drive  
 City, State, Zip Phoenix, AZ 85034  
 Phone: 602-437-3015  
Twatkins@kellerelctrical.com

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

**14. CONFLICT OF INTEREST:**

- 14.1. **No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest,



financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.

- 14.2. Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 14.3 No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.
- 16. GENERAL TERMS:**
- 15.1. Ownership.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.
- 15.2. Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 15.3. Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 15.4. Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.
- 15.5. Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.
- 15.6. Independent CONTRACTOR.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 15.7. No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

15.8. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this 19<sup>th</sup>  
day of May, 2015.

FOR THE CITY OF CHANDLER

*Jay Libbrecht*  
Mayor

APPROVED AS TO FORM:

*Cynthia Hyslop for*  
City Attorney

ATTEST:

*Marlo Padual*  
City Clerk

FOR THE CONTRACTOR

By: *Jim W. Everson*  
Signature *Jim W. Everson, VP: CFO*

ATTEST: If Corporation

\_\_\_\_\_  
Secretary

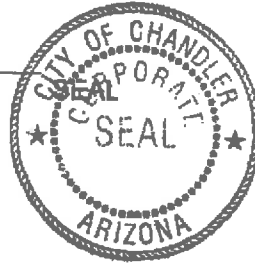


EXHIBIT A

Contractor Immigration Warranty  
To Be Completed by Contractor Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

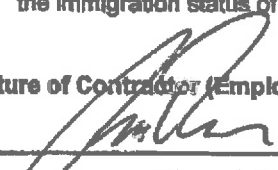
By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number:	3480 - Keller Electrical, Inc.				
Name (as listed in the contract):	Keller Electrical Industries, Inc.				
Street Name and Number:	1881 E. University Dr.				
City:	Phoenix	State:	AZ	Zip Code:	85034

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

Signature of Contractor (Employer) or Authorized Designee:

  
\_\_\_\_\_  
Printed Name: Jim W. Everson  
Title: Vice President & CFO  
Date (month/day/year): 05/15/2015

**Exhibit B**  
**Scope of Work**

**1. SCOPE**

The purpose of this contract is to provide equipment repair for various City departments, which currently include Water Production, Wastewater Treatment, Wastewater Collection, Reverse Osmosis, Solid Waste and Streets. The contract is separated into six categories as indicated below.

**1.1 Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.**

This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.

**1.2 Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.**

This work will take place at the City's Airport Water Reclamation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.

**1.3 Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.**

This work will take place at various well locations throughout the City. This category will include work on both Line shaft and Submersible type well pump systems, well maintenance, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.

**1.4 Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.**

This work will take place at the City's Reverse Osmosis Facility. This category will include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.

**1.5 Other City Facilities**

This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.

**1.6 OEM Parts and Service**

This work will take place at any of the City Facilities. This category is for work to be performed by the authorized manufacturer's representative for the OEM products listed in Section 4 of the price page.

**2. RESPONSE TIME**

**2.1. Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.**

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

- 2.2. Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.  
CONTRACTOR shall commence work within 5 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

- 2.3. Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 10 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

- 2.4. Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

- 2.5. Other City Facilities

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

- 2.6. OEM Parts and Service

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

3. WORK ESTIMATES AND COMPLETION TIME

Prior to CONTRACTOR performing any repair work, CONTRACTOR will be required to provide CITY a written report including condition of equipment, recommended repairs and cost of repairs. CONTRACTOR will be allowed to remove and disassemble the equipment prior to providing CITY written estimate. The written estimate will be required 72 hours after equipment has been removed.

CONTRACTOR will be required to repair and reinstall equipment within 10 working days from approval of the work. This requirement will be adjusted if parts delivery exceeds 10 days.

4. REPLACEMENT PARTS

CITY may purchase replacement pumps, motors, and other related equipment from CONTRACTOR. The price to be paid to CONTRACTOR by CITY will be billed at the invoice price multiplied by the factor listed on Exhibit C. The factor listed will be CONTRACTOR's compensation for handling. CONTRACTOR shall include invoices for any parts for which he is seeking reimbursement. All replacement parts supplied must meet all manufacturers' specifications.

CONTRACTOR may be required to provide pricing of repair parts for specific jobs prior to CITY authorizing purchase of the parts from CONTRACTOR. CITY reserves the right to purchase pumps, motors, and other related equipment directly from the manufacturer or from other vendors if it is in CITY's best interest.

5. SUPERVISION BY THE CONTRACTOR

CONTRACTOR will supervise and direct all work. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures performed. CONTRACTOR will employ and maintain on the work a qualified supervisor or superintendent, which shall be designated in writing by CONTRACTOR as CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor shall be as binding as of given to CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

6. INSPECTION

CITY Staff may monitor the work site and report to the Contract Administrator as to the progress of the Work, the manner in which it is being performed, and if material furnished and work performed by CONTRACTOR fails to fulfill the requirements of the Contract. CITY Staff may direct the attention of CONTRACTOR to such failure or infringement but such inspection shall not relieve CONTRACTOR from any obligation to furnish acceptable materials or to provide completed work that complies with the Contract.

In the case of any dispute arising between CITY staff and the CONTRACTOR as to material furnished or the manner of performing work, CITY Staff shall have the authority to reject materials or suspend the work until the question and issue can be resolved

7. VIBRATION ANALYSIS

Repairs performed under this contract will be subject to vibration analysis and must comply with manufacturers' specifications.

8. SAFETY PROCEDURES

CONTRACTOR will be responsible for coordinating their activities with CITY. Prior to the start of work, CONTRACTOR and CITY will perform a Pre-job briefing to discuss and plan for dealing with relevant safety issues such as lockout tag-out and confined space exposures. CONTRACTOR will be responsible to properly lockout tag- out electrical hazards and ensure there is a plan to deal with other work related hazards.

9. **DISINFECTION**

CONTRACTOR will be responsible for disinfection of all potable water equipment with NSF approved products prior to and during installation in accordance with Maricopa County Health Code, Chapter V, Water Supply R9-8-266.

10. **CLEANUP**

CONTRACTOR shall remove all debris and other materials from the work site after the completion of work.

11. **PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK**

CONTRACTOR shall properly secure the work site and protect all finished or partially finished work.

12. **DISPOSAL OF WASTE**

CONTRACTOR will be responsible for disposal of all waste products including but not limited to oil baled from a well, debris, etc. at a legal off-site location. ANY DISPOSAL OF WASTE PRODUCTS OR UNUSED MATERIALS SHALL CONFORM TO APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. Copies of disposal documentation shall be provided to CITY upon request.

13. **WRITTEN COMPLETION REPORTS**

CONTRACTOR shall submit a written completion report to CITY within 30 days of completion of work, which details work completed. The report for pump repair shall include depth of setting, bowl size and make, tube and shaft size and make, depth of well water level and other pertinent information. The report shall include a daily log that accounts for all hours and materials billed to the job. CITY will not make payment prior to receiving this report.

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

**EXHIBIT B**

City of Chandler Agreement No. WA5-936-3480 - Rate Sheet



**Exhibit C**

<b>Work Categories</b>		<b>Included in Agreement</b>
1. Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.		Yes
2. Wastewater Facilities and Lift Station Pump and Process Equipment Sales and Maintenance.		Yes
3. Potable Well, Injection Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.		Yes
4. Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.		Yes
5. Other City Facilities		Yes
6. OEM parts and service provider		Yes
<b>Labor</b>	<b>UM</b>	
Electrician - Field	\$/Hour	\$ 50.00
Electrician - Shop	\$/Hour	\$ 50.00
Laborer - Field	\$/Hour	\$ 45.00
Laborer - Shop	\$/Hour	\$ 45.00
Machinist - Field	\$/Hour	\$ 65.00
Machinist - Shop	\$/Hour	\$ 60.00
Mechanic - Field	\$/Hour	\$ 65.00
Mechanic - Shop	\$/Hour	\$ 50.00
Welder - Field	\$/Hour	\$ 65.00
Welder - Shop	\$/Hour	\$ 50.00
Operator - Field	\$/Hour	\$ 85.00
Supervisor - Field	\$/Hour	\$ 85.00
Technician - Field	\$/Hour	\$ 75.00
Multiplier for Overtime, Weekend and Holiday Work	Multiplier	\$ 1.35
Well Video Color w/ Sidescan (Includes equipment & labor - Written report and 2 copies of DVD)	per well	na
Multiplier for Confined Space work	Multiplier	1.35%

One time Set Up charge for confined space (price per job including equipment and labor for set up of confined Space)	Each	\$ 500.00
<b>Equipment</b>		
Pickup Truck	\$/Hour	Included
Crane Truck	\$/Hour	125 w operator
<b>Non OEM Parts and Equipment</b>	%	
Parts Mark-up for items with an invoiced cost of less than \$9,999 / ea	%	12%
Parts Mark-up for items with an invoiced cost of greater than \$10,000 / ea	%	12%
Subcontractor Mark-Up	%	12%
Rental Equipment Mark-Up	%	10%
<b>OEM Parts and Equipment</b>		
<b>Motors:</b>		
U.S.		45% Standard Full Line

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

**EXHIBIT C**

City of Chandler Agreement No. WA5-936-3480 - Scope of Work

**PROJECT**

Equipment repair on an as needed basis as described in Exhibit B of the City of Chandler Agreement No. WA5-936-3480

**Exhibit B**  
**Scope of Work**

**1. SCOPE**

The purpose of this contract is to provide equipment repair for various City departments, which currently include Water Production, Wastewater Treatment, Wastewater Collection, Reverse Osmosis, Solid Waste and Streets. The contract is separated into six categories as indicated below.

**1.1 Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.**

This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.

**1.2 Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.**

This work will take place at the City's Airport Water Reclamation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.

**1.3 Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.**

This work will take place at various well locations throughout the City. This category will include work on both Line shaft and Submersible type well pump systems, well maintenance, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.

**1.4 Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.**

This work will take place at the City's Reverse Osmosis Facility. This category will include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.

**1.5 Other City Facilities**

This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.

**1.6 OEM Parts and Service**

This work will take place at any of the City Facilities. This category is for work to be performed by the authorized manufacturer's representative for the OEM products listed in Section 4 of the price page.

**2. RESPONSE TIME**

**2.1. Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.**

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

- 2.2. Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.  
CONTRACTOR shall commence work within 5 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

- 2.3. Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 10 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

- 2.4. Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

- 2.5. Other City Facilities

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

- 2.6. OEM Parts and Service

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

3. WORK ESTIMATES AND COMPLETION TIME

Prior to CONTRACTOR performing any repair work, CONTRACTOR will be required to provide CITY a written report including condition of equipment, recommended repairs and cost of repairs. CONTRACTOR will be allowed to remove and disassemble the equipment prior to providing CITY written estimate. The written estimate will be required 72 hours after equipment has been removed.

CONTRACTOR will be required to repair and reinstall equipment within 10 working days from approval of the work. This requirement will be adjusted if parts delivery exceeds 10 days.

4. REPLACEMENT PARTS

CITY may purchase replacement pumps, motors, and other related equipment from CONTRACTOR. The price to be paid to CONTRACTOR by CITY will be billed at the invoice price multiplied by the factor listed on Exhibit C. The factor listed will be CONTRACTOR's compensation for handling. CONTRACTOR shall include invoices for any parts for which he is seeking reimbursement. All replacement parts supplied must meet all manufacturers' specifications.

CONTRACTOR may be required to provide pricing of repair parts for specific jobs prior to CITY authorizing purchase of the parts from CONTRACTOR. CITY reserves the right to purchase pumps, motors, and other related equipment directly from the manufacturer or from other vendors if it is in CITY's best interest.

5. SUPERVISION BY THE CONTRACTOR

CONTRACTOR will supervise and direct all work. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures performed. CONTRACTOR will employ and maintain on the work a qualified supervisor or superintendent, which shall be designated in writing by CONTRACTOR as CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor shall be as binding as of given to CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

6. INSPECTION

CITY Staff may monitor the work site and report to the Contract Administrator as to the progress of the Work, the manner in which it is being performed, and if material furnished and work performed by CONTRACTOR fails to fulfill the requirements of the Contract. CITY Staff may direct the attention of CONTRACTOR to such failure or infringement but such inspection shall not relieve CONTRACTOR from any obligation to furnish acceptable materials or to provide completed work that complies with the Contract.

In the case of any dispute arising between CITY staff and the CONTRACTOR as to material furnished or the manner of performing work, CITY Staff shall have the authority to reject materials or suspend the work until the question and issue can be resolved

7. VIBRATION ANALYSIS

Repairs performed under this contract will be subject to vibration analysis and must comply with manufacturers' specifications.

8. SAFETY PROCEDURES

CONTRACTOR will be responsible for coordinating their activities with CITY. Prior to the start of work, CONTRACTOR and CITY will perform a Pre-job briefing to discuss and plan for dealing with relevant safety issues such as lockout tag-out and confined space exposures. CONTRACTOR will be responsible to properly lockout tag-out electrical hazards and ensure there is a plan to deal with other work related hazards.

9. **DISINFECTION**  
CONTRACTOR will be responsible for disinfection of all potable water equipment with NSF approved products prior to and during installation in accordance with Maricopa County Health Code, Chapter V, Water Supply R9-8-266.
10. **CLEANUP**  
CONTRACTOR shall remove all debris and other materials from the work site after the completion of work.
11. **PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK**  
CONTRACTOR shall properly secure the work site and protect all finished or partially finished work.
12. **DISPOSAL OF WASTE**  
CONTRACTOR will be responsible for disposal of all waste products including but not limited to oil baled from a well, debris, etc. at a legal off-site location. ANY DISPOSAL OF WASTE PRODUCTS OR UNUSED MATERIALS SHALL CONFORM TO APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. Copies of disposal documentation shall be provided to CITY upon request.
13. **WRITTEN COMPLETION REPORTS**  
CONTRACTOR shall submit a written completion report to CITY within 30 days of completion of work, which details work completed. The report for pump repair shall include depth of setting, bowl size and make, tube and shaft size and make, depth of well water level and other pertinent information. The report shall include a daily log that accounts for all hours and materials billed to the job. CITY will not make payment prior to receiving this report.

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

**EXHIBIT D**

**METHOD AND AMOUNT OF COMPENSATION**

Method of payment and amount of compensation is provided in the City of Chandler Agreement No. WA5-936-3480.

**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 \$600,000.

**DETAILED PROJECT COMPENSATION**

Equipment repair on an as needed basis as described in Exhibit B of the City of Chandler Agreement No. WA5-936-3480





## Legislation Description

---

**File #: 15-620, Version: 1**

---

**AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH PROMIUM, LLC AND APPROVE THE EXPENDITURE OF FUNDS FOR THE PURCHASE, INSTALLATION, IMPLEMENTATION, AND TRAINING OF A LABORATORY INFORMATION MANAGEMENT SYSTEM**

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

### **Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Promium, LLC for the purchase of the software license, installation, implementation, and the training of staff for the Element Data System (a laboratory information management system) and approve expenditure of funds in an amount not to exceed \$185,000. This cooperative purchase is available through an agreement between the City of Tucson and Promium, LLC, contract 120349-01, and is effective through December 31, 2017.

### **Background**

The laboratory information management system (LIMS) is a software application used by the Water Services' Water Quality Laboratory to interface directly with laboratory equipment to collect, store, and report analytical test data from the sampling of raw surface water, groundwater, treated water, and wastewater. The analytical data is required to comply with State and Federal requirements associated with the Safe Drinking Water Act and the Clean Water Act.

The current software is outdated and obsolete. Several applications have been evaluated by the laboratory and information technology staff for best value and compatibility to existing lab equipment.

### **Analysis**

Cooperative purchasing allows counties, municipalities, schools, colleges, and universities in Arizona to use a contract that has been 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. The cooperative purchase is compliant with Chapter 2, article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

On February 17, 2012, the City of Tucson, Arizona entered into an agreement with Promium, LLC for a LIMS (contract 120349-01). Contract 120349-01 permits its cooperative use by other governmental agencies. The City of Glendale's Materials Management and the City Attorney's office have reviewed and approved the utilization of the agreement from the City of Tucson for the defined services and concur the cooperative

purchase is in the best interest of the city.

This action will authorize the Acting City Manager to enter into a linking agreement with Promium, LLC and approve expenditure of funds for an amount not to exceed \$185,000.

**Community Benefit/Public Involvement**

This software will improve laboratory efficiency and report processes.

**Budget and Financial Impacts**

Funding is available in the Water Services FY2015-16 capital budget.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$185,000</b>	<b>2360-60010-551000, Lab Data Management System</b>

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  
PROMIUM, 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 Promium LLC., a limited liability company with offices located in Bothell, WA ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On February 16, 2012, under the S.A.V.E. Cooperative Purchasing Agreement, the City of Tucson entered into a contract with Contractor to purchase the goods and services described in the Laboratory Information Management System (LIMS) Contract, Contract No. 120349-01 which is attached hereto as Exhibit A. The LIMS Contract permits its cooperative use by other governmental agencies including the City. The LIMS Contract is hereinafter referred to as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provide 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.** This City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was February 16, 2012, until the date the contract expires on December 31, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The initial period of this Agreement therefore is the period from the Effective Date until

December 31, 2017. The City may give the Contractor written notice of its intent to renew no later than one (1) year before the expiration of the initial period. Thereafter, the City may similarly request annual renewals with a one (1) one month notice.

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

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached hereto as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically 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 the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in Exhibit C hereto.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred and eighty five thousand dollars (\$185,000).

4. Cancellation. This Agreement may be canceled 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 state within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

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

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

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

**"City of Glendale"**

**"Contractor"**

City of Glendale, an Arizona  
municipal corporation

Premium, LLC, a limited liability company

By: \_\_\_\_\_  
Richard A. Bowers  
Acting City Manager

By:  \_\_\_\_\_  
Name: *Scott Cochran*  
Title: *CEO*

**ATTEST:**

\_\_\_\_\_  
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM

\_\_\_\_\_  
Michael D. Bailey, City Attorney

**PRŌMIUM**

We speak the language of your lab

**Element DataSystem®  
Laboratory Information  
Management System**

**The City of Tucson  
Tucson Water Quality Laboratory  
RFP #120349**

## 9. OFFER AND ACCEPTANCE

### OFFER

#### TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Promium, LLC  
Company Name

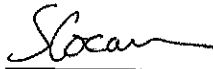
Name: David Riese

3350 Monte Villa Parkway, Suite 220  
Address

Title: Sales Engineer

Bothell                      WA                      98021  
City                              State                      Zip

Phone: 425-408-3800

  
Signature of Person Authorized to Sign

Fax: 800-878-7158

Scot Cocanour  
Printed Name

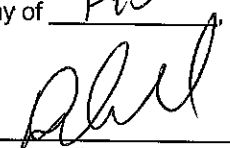
E-mail: driese@promium.com

Chief Executive Officer  
Title

### ACCEPTANCE OF OFFER

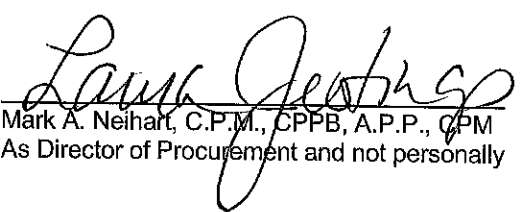
The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 120349.

Approved as to form this 27<sup>th</sup> day of Feb, 2012.

  
As Tucson City Attorney and not personally

**CITY OF TUCSON**, a municipal corporation

Awarded this 27<sup>th</sup> day of February 2012.

  
Mark A. Neihart, C.P.M., CPPB, A.P.P., CPM  
As Director of Procurement and not personally

**CONTRACT #120349-01**  
**Laboratory Information Management System (LIMS)**

**Table of Contents**

- 1. Software License Agreement**
- 2. Promium's Best and Final Offer and Clarification**
- 3. Request for Best and Final Offer and Clarification**
- 4. Information provided during Promium's Interview/Demonstration**
- 5. Promium's Response to RFP #120349**



## **1. Software License Agreement**

# **SOFTWARE LICENSE AGREEMENT**

**BY AND AMONG**

**Promium, LLC**

---

**["COMPANY"]**

**AND**

**THE CITY OF TUCSON**

**["CITY"]**

**EFFECTIVE AS OF**

**February 16, 2012**

## SOFTWARE LICENSE AGREEMENT

**THIS SOFTWARE LICENSE AGREEMENT** (this "**License Agreement**"), is entered into as of February 16, 2012 (the "**Effective Date**") by and among City of Tucson, a municipal government existing under the Laws of Arizona with its principle office located at 255 W. Alameda, Tucson, Arizona, 85701 ("**CITY**") and \_\_\_Promium, LLC\_\_\_ with its offices located at Bothell, WA. ("**COMPANY**"). CITY and COMPANY are sometimes individually referred to as a "**Party**" and collectively as "**Parties**" throughout this License Agreement.

### RECITALS

**WHEREAS**, COMPANY and/or its Affiliates own or are authorized to license certain computer software programs and related documentation and the COMPANY is in the business of licensing such software programs and providing customization, development, implementation, maintenance and other support services with respect to such software programs to end user customers; and

**WHEREAS**, CITY has evaluated the software products described in Attachment A to the License Agreement ("**Products**") and desires to obtain from COMPANY, and COMPANY has reviewed the City's needs and represents and warrants that its Products meet these needs and COMPANY is willing to grant to CITY, a license to use the Products.

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

#### **1. DEFINITIONS**

1.1 The following capitalized terms shall have the meaning set forth below for all purposes of this License Agreement:

**"Affiliate"** means, at any time, and with respect to any Person, any other Person that at such time directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such first Person.

**"Agreement"** shall mean the entirety of the City of Tucson Request for Proposal No. \_ 120349\_, the COMPANY's response thereto, and such additional documents and/or attachments as are referenced therein.

**"ASP"** means an application service provider providing another Person software-based application solutions that enables such other Person with transaction processing ability by remote access or other available means through the application software installed at such service provider's site.

“**Attachment A**” means the document attached hereto and designated as “Attachment A”, entitled “PRODUCT COVERED BY THIS AGREEMENT” and dated February 16, 2012.

“**Authorized User(s)**” means, CITY, Permitted Affiliates, their respective employees, officers or agents (as may be permitted by CITY to access and use the Licensed Material in accordance with the provisions set forth in this License Agreement solely in relation to the services they provide to CITY).

“**BSP**” means a provider of business processing services, including management of the associated business process as a service bureau, using software based application solutions.

“**Claims**” means any and all claims, third party claims, counterclaims, complaints, demands, proceedings, actions, causes of action and suits, and investigations of any nature or kind whatsoever and howsoever arising, whether in law or in equity or pursuant to contract or statute, and whether in any court of law or equity or before any arbitrator(s) or other body, board or tribunal.

“**Company Deliverables**” shall mean the Products described in Attachment A in the version set forth therein and applicable Documentation described in Attachment A and additional documents or items which may be delivered by COMPANY to CITY in furtherance of COMPANY’S obligations pursuant to this Software License Unless specifically stated, reference to Company Deliverables shall not apply to any Third Party Components and CITY Deliverables included in Company Deliverables in accordance with this License Agreement or Attachment.

“**Confidential Information**” shall mean all business strategies, plans and procedures, proprietary information, methodologies, data and trade secrets, and other confidential information and materials of the disclosing party, its clients or other persons or entities with whom they do business that may be obtained by the receiving party from any source. Confidential Information of COMPANY includes Licensed Material, and all information relating to Licensed Material. Confidential Information of CITY includes such information as may be protected by law or other confidentiality agreements concerning third parties such as citizens, customers or prospective customers of CITY or any of its Affiliates.

“**Control**” means, in respect of any Person, the possession, directly or indirectly, of (a) the power to direct or cause the direction of the management and policies of that Person, and (b) ownership of more than fifty percent (50%) of the voting securities of such Person.

“**CITY Deliverables**” shall mean the items identified in this License Agreement and its attachments (if any) to be delivered by CITY or its agents to COMPANY and any other items identified as deliverable(s) from CITY in an applicable Statement of Work or as may be agreed between the Parties from time to time in writing that are required to be provided to COMPANY by CITY for preparation of a COMPANY Deliverable or performance of Services by COMPANY in accordance with this License Agreement.

“**CITY Material**” shall mean CITY Deliverables, CITY’S Confidential Information, documentation, programs, specifications, requirements, concepts, processes, inventions, work product, and any other Intellectual Property developed or owned or licensed by CITY, which

it provides to COMPANY in connection with this License Agreement, a Attachment or applicable Statement of Work. Notwithstanding the foregoing, CITY Proprietary Material shall not include the Licensed Material.

**“Derivative Works”** means works that are based upon or derived from proprietary material, including without limitation, a revision, modification, translation, abridgment, condensation, expansion, or any other form in which such material or any proprietary portion thereof may be recast, transformed, or adapted, and which, if prepared without authorization of the owner of the Intellectual Property Rights in such material would constitute an infringement of any such proprietary right.

**“Documentation”** shall mean the User Manual, Operations Manual, and Installation Manual, described in Attachment A as well as any supplements thereto.

**“Enhancement”** means any customization, modification, addition, revision, enhancement, improvement, and all Maintenance Services work result.

**“Intellectual Property Rights”** means all past, present, and future rights in or to Intellectual Property, which may exist or be created under the laws of any jurisdiction in the world, including but not limited to: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask works; (b) trademark and trade name rights and similar rights; (c) trade secret rights and rights in relation to breach of confidence; (d) patents and industrial property rights; (e) other proprietary rights in Intellectual Property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in subsections (a) through (e) of this sentence.

**“Intellectual Property”** means all algorithms, APIs, apparatus, circuit designs and assemblies, concepts, data, databases and data collections, database schema, designs, diagrams, documentation, drawings, flow charts, formulae, gate arrays, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including registered and unregistered trademarks and service marks, brand names, product names, logos, and slogans), methods, models, net lists, network configurations and architectures, photo masks, procedures, processes, protocols, schematics, semiconductor devices, software code (in any form including source code and executable or object code), specifications, subroutines, techniques, test vectors, tools, uniform resource identifiers, user interfaces, web sites, works of authorship, and other forms of technology and intellectual property.

**“License Agreement”** shall mean this Agreement.

**“License Fee”** means: (a) for the licensed Products listed in Attachment A, the fees described in Attachment C; and (b) if CITY and COMPANY agree to license additional programs or material under this License Agreement, the applicable additional license fee in accordance with the applicable amendment to Attachment C.

**“Licensed Material”** means collectively: (a) the Products in the version described in Attachment B to be delivered to CITY by COMPANY in accordance with this License Agreement, (b) Deliverables in the versions delivered to CITY in accordance with a Statement of Work executed under Attachment A, and (c) any Upgrades and Documentation thereof received by CITY pursuant to the Maintenance Services.

**“Losses”** means any and all damages, liabilities, obligations, losses, deficiencies, penalties, interest, assessments, charges, costs and expenses, including without limitation reasonable legal fees and disbursements, and court costs, but excluding indirect, consequential and punitive damages.

**“Maintenance Services”** means the maintenance and support services described in Attachment C for annual maintenance services pursuant to the License Agreement.

**“Object Code”** means computer programming code, routines and programs in machine executable form.

**“Permitted Affiliate”** means an Affiliate of CITY with respect to whose business CITY has obtained an Add-on License pursuant to Section 2(1)(b) of this License Agreement.

**“Permitted Site”** shall mean CITY’s premises identified and set out in the License Agreement, Request for Proposal or such other location owned or leased by or under the control of CITY that may be substituted or added in accordance with Section 2.4.

**“Person”** means any natural person, corporation, limited liability COMPANY, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or Governmental Authority or any other legal entity.

**“Product(s)”** means the software product(s) or components described in Attachment A.

**“Request for Proposal” (“RFP”)** means the document published by the City defining its needs, requirements, and form of contract, and any amendments or clarifications subsequently published by the CITY on its public web site.

**“Services”** shall mean the professional services described in the License Agreement, or Request for Proposal including without limitation, customization, development, delivery and installation of the Company Deliverables, testing and implementation support, maintenance and other services related to the Licensed Material.

**“Statement of Work” or “SOW”** shall mean the portions of the License Agreement, or Request for Proposal that define the specifications and deliverables to be provided by the COMPANY.

**“Target Environment”** shall mean CITY’s production physical and logical environment as described in Attachment D.

**“Upgrade”** means any future releases of COMPANY’s Product included in the Licensed Material planned and developed by COMPANY, from time to time, for general distribution

to its customers of the Products who purchase or subscribe to the annual maintenance services for the Products.

“Use” means operating the Licensed Material in the internal business operations of the CITY, including the acts of installing, executing, processing, transmitting, transferring, loading and storing of data by Authorized Users in connection with the business of the CITY.

1.2 Other Defined Terms. All other capitalized terms used in this License Agreement not otherwise defined in Section 1.1 above shall have the meanings assigned in the part of the License Agreement in which they are defined.

### 1.3 Interpretations

- 1.3.1 Where any payment falls due for payment on a non-Business Day, then payment shall be made by the paying party on the next succeeding Business Day.
- 1.3.2 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
- 1.3.3 The singular includes the plural and vice versa.
- 1.3.4 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, notated, supplemented or replaced from time to time providing they are amended, notated, supplemented or replaced in the manner envisaged in the relevant documents or agreements.
- 1.3.5 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.
- 1.3.6 Reference to a party includes that party’s employees, agents and/or consultants.
- 1.3.7 The term “or” shall include the conjugate form so that where appropriate, the use of the term “or” should be interpreted as “and/or”.
- 1.3.8 In the event of any conflict between the provisions of this License Agreement and the provisions of the Schedules, Exhibits or Attachments hereto or the provisions of the License Agreement, or RFP, the provisions of this License Agreement shall prevail with respect to any matters relating to scope of license, ownership of Intellectual Property and Intellectual Property Rights, limitation of liability, warranties, indemnification and confidentiality obligations.

## 2. LICENSE

### 2.1 Grant of License.

- (a) Subject to the terms and conditions set forth in this License Agreement and payment of the applicable License Fees, effective upon the delivery by COMPANY to CITY of the Product, in return for payment of the License Fees and other charges agreed herein, COMPANY hereby grants to CITY and CITY hereby accepts, an irrevocable (except as provided in Section 11), non-exclusive, fully paid up (upon payment of the applicable License Fees), royalty free, non-transferable (except as specifically permitted under this License Agreement), right and license to Use and to permit its Authorized Users to Use the Licensed Material at Permitted Sites and on the Target Environment during the Term for CITY's and Permitted Affiliates business processes. The forgoing license does not (a) authorize installation of the Licensed Material at any site other than the Permitted Site(s), (b) permit access to and Use of the Licensed Material for any purpose other than as permitted under this License Agreement, or (c) permit access to and Use of the Licensed Material to any Person other than Authorized User. The License granted to the CITY is conclusively defined in this License Agreement and the relevant Appendices. Any extension or change of the contractual use of the License Material requires the COMPANY's prior written consent and authorization. CITY is responsible to ensure compliance with all license restrictions and other applicable terms and conditions of this License Agreement by each Authorized User. Any breach or non compliance of the terms and conditions of this License Agreement by any Authorized User shall be deemed to be a breach or non compliance by the CITY. The CITY will indemnify and defend the COMPANY in respect of any breach of this License Agreement by Authorized Users or in respect of any act (or failure to act) by the Authorized Users which would constitute breach of this License Agreement if carried out by the CITY.
- (b) Add-on License. The License granted herein does not authorize the Use of the Licensed Software for (a) processing any business of an Affiliates of CITY ("Affiliate's Business"), (b) the business of the CITY outside the United States and its protected territories ("Extra Territory Business") or (c) for additional business of CITY or an Affiliate resulting from or arising in connection with the acquisition by CITY or a permitted Affiliate of the assets or business of any other entity or merger of CITY or its permitted Affiliate with another entity ("Acquired Business"). Each Affiliate Business, Extra Territory Business and Acquired Business is referred to in this License Agreement as a "New Business." If at any time CITY desires that the COMPANY extend the license granted hereunder to permit a New Business to Use the Licensed Software, then, COMPANY and CITY will negotiate in good faith the terms and conditions and the additional license fee that would apply to an add-on license for each New Business. CITY agrees not to Use or permit a New Business to use the Licensed Software for processing the business of such New Business unless and until the COMPANY, CITY and the applicable New Business have executed an add-on license agreement ("Add-on License") and the applicable additional license fee ("Add-on License Fee) is paid to the COMPANY. COMPANY agrees that COMPANY's Add-on License Fee charged to CITY for each such Add-on License will not be higher than the license fee then charged to other customers of COMPANY. Upon



grant of an Add-on License by the COMPANY, CITY shall ensure that each permitted New Business will agree and abide by the terms and conditions of license hereunder. In any event, CITY assumes full responsibility for the actions or omissions of its permitted New Business with respect to the Use of the Licensed Software pursuant to the provisions of this License Agreement.

- (c) The licenses granted herein and the provisions of this License Agreement do not grant or convey to CITY any ownership rights, interest or title in or to the Licensed Material any Intellectual Property Rights therein nor do they permit CITY to make Derivative Works (other than by obtaining any Derivative Works from COMPANY under and in accordance with Attachment A) or to make copies of the Licensed Material except as specifically authorized under this License Agreement or with prior written permission of COMPANY. To the extent that Product and/or the Licensed Material consists of any software codes, such material, when delivered to CITY pursuant to this License Agreement, shall be delivered by COMPANY in Object Code form only and CITY shall not have any right or license with respect to the Source Code of the Product and/or the Licensed Material.

2.2 Customization and Maintenance Services. The Parties acknowledge and agree that this License Agreement and Attachment A are contemporaneous contracts requiring the CITY to obtain any and all services related to the Products and Licensed Material exclusively from the COMPANY, or such subsidiaries, contractors or resellers as may be specifically identified or approved by the COMPANY, unless otherwise agreed by COMPANY in a written amendment to this License Agreement. CITY hereby retains COMPANY, and COMPANY agrees to provide to CITY Services related to the customization, enhancement, implementation, maintenance and other services described in the Agreement. The CITY acknowledges that any modification, alteration, enhancement or customization to the Products or the Licensed Material may be carried out only by the COMPANY or with the prior written consent of and based on specific agreement with the COMPANY or licensor of the Product and no third party other than the COMPANY or the licensor of the Product or any party specifically authorized by them in writing may be allowed to do so. Before involving third parties in carrying out any modifications, alterations or enhancements to the Products, if permitted by the COMPANY, the CITY shall provide the COMPANY with a written, legally binding statement of the third party, whereby it assumes an undertaking towards the COMPANY and its licensors that it will observe the provisions of this Agreement.

2.3 Permitted Site(s) and Target Environment. The Licensed Material will be delivered and initially installed and maintained at the CITY's premises described in Appendix D ("Permitted Site"). CITY may, upon written advance notice to COMPANY, relocate the Licensed Material to another Permitted Site and may install or permit the installation of the Licensed Material at such new Permitted Site, provided that the Licensed Material shall not be installed in more than one Permitted Site at any given time. If CITY relocates the Licensed Material to a new Permitted Site, CITY will notify COMPANY of the address of the new Permitted Site. If the CITY desires to install or installs the Licensed Material in any additional Permitted Site for production purposes, the CITY

shall pay the COMPANY additional license fees, which shall be agreed between the parties.

2.4 CITY acknowledges and agrees that the Licensed Material is designed to operate only in the Target Environment as set out in the relevant Attachment D to the license Agreement and that Licensed Material may not operate, function or conform to Specifications if used on any system other than the Target Environment. Notwithstanding the above, COMPANY shall support and render installation assistance to the CITY for the implementation of the Licensed Material on virtual machines for the purposes of testing, staging, quality assurance, and/or training. It is a condition of this License that the Target Environment onto which all or part of the Licensed Software is copied, even for a short period, must be in the direct possession of the CITY and on the Permitted Site. Except as otherwise agreed in the relevant Appendix the Licensed Material may be transferred, upon written notice of one (1) month in advance to the COMPANY, to another Target Environment of like configuration as the Target Environment. The Target Environment and other permitted environments onto which all or part of the Licensed Material is stored or used must always be in a Permitted Site and in direct possession and control of CITY.

2.5 Permitted Environments. In addition to Use of the Licensed Material in the Target Environment in accordance with Section 2.3, CITY may separately install and Use the Licensed Material for the following purpose(s) and in the following environments:

- (a) disaster recovery, provided that such Use of the Licensed Material in a disaster recovery environment shall be limited to testing the readiness of the disaster recovery environment unless and until CITY's Target Environment becomes unavailable due to an event of Force Majeure, in which event CITY may use the Licensed Material in the disaster recovery environment for purposes agreed in this License Agreement subject to and in accordance with Sections 2.2, until such time CITY's Target Environment at the Permitted Site described in Section 2.4 is fully recovered;
- (b) testing, controlled staging, quality assurance and/or training installations, insofar as such installations are temporary or transitional in nature, are not used for production purposes, and otherwise comply with the provisions of section 2 of this Agreement.

CITY may also permit its technical and administrative personnel other than Authorized Users to access and Use the Licensed Material solely for administrative or technical support functions and not as part of production processing of live data

2.6 Documentation. COMPANY will deliver initial versions of Documentation for the Product to CITY in both hard copy and electronic forms at the time of delivery of the Product. Thereafter, COMPANY will deliver updated versions of the Documentation periodically as required in accordance with Attachment A.

- 2.7 Proprietary and Confidentiality Markings or Notices. The CITY shall retain all of the COMPANY's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on the Licensed Material. CITY shall not permit any Authorized Users or other persons to, remove, alter or otherwise render illegible any of COMPANY's Logo, Trademark, Copyright notice or other proprietary or confidentiality markings that may be placed on the Licensed Material or components thereof provided to CITY hereunder. The CITY shall include on all copies of all or part of the Licensed Material including the Documentation, a reproduction of the COMPANY's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice.
- 2.8 Restrictions on Copying. Copying of the Licensed Material is prohibited unless expressly authorized in this Agreement or the relevant Appendix or otherwise in writing by the COMPANY. CITY is responsible for controlling the original Licensed Material and any copies thereof and ensuring that the Use thereof is in accordance with the terms of this Agreement. CITY may make a reasonable number of additional copies as back up. All software and hardware equipment onto which all or part of the Licensed Material is copied must always be in a Permitted Site and in direct possession and control of CITY. CITY is responsible to include reproduction of all of COMPANY's copyright notice and other COMPANY proprietary markings on every copy of the Licensed Material made by or on behalf of CITY as they appeared in the Licensed Material. Copies which are no longer needed must immediately be destroyed. Except as provided in this Agreement, CITY shall not, nor permit others to, make copies of the Licensed Material.
- 2.9 Other Restrictions. Neither CITY nor any Authorized User is authorized to sell, license, sublicense, distribute, assign, transfer or distribute or timeshare the Licensed Material or otherwise grant any right under this Agreement to any third party, without the prior written consent of COMPANY. Any attempted sale, licensing, sublicensing, distribution, marketing, assignment or time sharing including by interactive cable or remote processing services or otherwise (except as provided in Section 14.6) shall be null and void. CITY is not entitled to, and shall not make or permit others to, reverse engineer, disassemble, de-compile, recreate, enhance or modify the Licensed Material or any part thereof and except as permitted the CITY is not authorized to create Enhancements to or Derivative Works of the Licensed Material or any portions thereof. The above notwithstanding, the CITY maintains rights to the software as defined under the software Escrow provisions.
- 2.10 Third Party Software. CITY acknowledges and agrees that the operation and contractual Use of the Licensed Material require the Target Environment and the use of other third party software products (not listed in Attachment B) in the versions as specified in the applicable Statement of Work or as otherwise agreed to by the Parties in writing. CITY shall be responsible for acquiring the Target Environment and all appropriate licenses from the manufacturers or their authorized dealers for such third party software products. The CITY shall be responsible for the choice, installation, use and maintenance of the Target Environment and any third party software not forming part of the Licensed Material, which is used in relation to the Licensed Material.

- 2.11 ASP and/or BSP Use. CITY shall not use or permit any other Person to use the Licensed Material to provide any ASP or BSP services. CITY shall not use the Licensed Material to provide services for processing any data or information or material to any third parties as a processing service unrelated to the regular business of CITY, whether as a service bureau or otherwise.
- 2.12 Exportation. The CITY shall have no right to use, ship or export directly or indirectly the Licensed Material for Use or any other purposes in any of the countries or territories to which the United States Department of Commerce or other United States government agency prohibits shipment or exportation without first obtaining the written permission of the COMPANY and - if necessary - of the appropriate United States government agencies. CITY warrants that it, its Affiliates and their employees shall obey all applicable laws and regulations of the United States and any other countries in which the Licensed Material is used.
- 2.13 Trademarks. CITY will have no rights in any trademarks or service marks or trade names adopted by the COMPANY and/or its licensors for the Licensed Material or any part thereof. The CITY agrees to reproduce the COMPANY's or its licensor's trademarks, service marks or trade names intact to all copies of the Licensed Material.
- 2.14 Infringement. Should the Licensed Material be used beyond the license set out in this Section 2, without prejudice to any other rights the COMPANY may have, the COMPANY shall be entitled terminate the License granted hereunder in respect of such Licensed Material, without prejudice to any other rights or remedies the COMPANY may have under this Agreement or otherwise. Notwithstanding the above, before any termination of the License granted herein, COMPANY shall give City written notice of the specific infringement claimed and thirty (30) days to cure or seek an agreement with COMPANY not to terminate the License, or, if necessary, an injunction or other judicial order, preventing the termination of this License Agreement and the License(s) granted hereunder.

### **3. DELIVERY AND TESTING OF THE LICENSED MATERIAL**

- 3.1 Delivery of the Licensed Material. The delivery of the Licensed Material shall be effected when the COMPANY transfers the appropriate data media to the CITY or transmits the Licensed Material by telecommunication facilities. This delivery must be acknowledged in writing by the delivery of a receipt via email or hard copy by the City in order for delivery to be effective. The data media are on loan to the CITY for the term of this Agreement. Partial deliveries are permitted. The Licensed Material shall be delivered in all parts to the CITY on the dates provided therefore in the Agreement. These dates shall be binding upon the COMPANY if an explicit statement to this effect is made in the Agreement. If the COMPANY has to wait for the CITY's assistance or if the COMPANY is otherwise prevented as a result of any act or omission on the part of the CITY from fulfilling the delivery obligation obligations under this Agreement, the COMPANY shall not have any liability resulting therefrom and the delivery date shall be deemed to be postponed by the duration of the impediment and a reasonable start-up period. The COMPANY shall inform the CITY of such impediments.

3.2 Choice, Installation and Use of the Licensed Material. Based upon the representations of COMPANY the CITY shall be responsible for choosing, installing and using the Licensed Material and for the results achieved therewith. The CITY is aware of the essential functional features of the Licensed Material and it is responsible for ensuring that the Licensed Material satisfies its requirements. When using the Licensed Material, the CITY shall observe the guidelines set down in the pertinent Documentation. The CITY agrees to install any Updates and New Versions of the Licensed Material in due time, but in any case not to exceed twelve months following the initial release date.

3.3 CITY Responsibilities: In addition to other responsibilities described as CITY responsibilities under this Agreement CITY agrees to:

- a. Provide to COMPANY personnel reasonable access to the Permitted Sites and Target Environment if the COMPANY requires such access for its work, including online access and authorizations therefore;
- b. Provide COMPANY personnel required computer time, data media, documentation, data, information and working resources required by the COMPANY for its work;
- c. Nominate and train the appropriate number of Authorized Users for managing the Help Desk;
- d. Insure that the Licensed Material is used in strict compliance with agreed guidelines and the guidelines set forth in the relevant Documentation concerning the Use of Licensed Material and maintain records of exceptional situations and program errors, timely notify any malfunction according to the agreed procedure.

3.4 The CITY undertakes to ensure that telecommunication lines are available and maintained between the CITY's designated Site and places of performance of Services by COMPANY or the COMPANY's central maintenance site as indicated in the applicable Statement of Work. The costs of those links and equipment and telecommunication costs shall be borne by the CITY. Any additional telecommunications expenses from the COMPANY's central maintenance site shall be borne by the COMPANY during the contractually agreed standby conditions for maintenance. If the COMPANY cannot have technically simple access to the Licensed Material by telecommunications facilities or if such is not permitted by the CITY, the latter shall be liable for the consequences thereof, especially any extra costs. The COMPANY shall have no liability or obligation for any failure of the COMPANY in complying with its maintenance obligations if such failure results due to failure of the telecommunication facilities or failure of the CITY to provide the telecommunication facilities. The COMPANY shall carry out its work on condition that the CITY has duly and fully fulfilled its obligations set out in this Section 3.

3.5 CITY's Obligation to Conduct Tests. Within reasonable limits, the CITY shall carefully test the Licensed Material supplied to it to ensure it can be used on the Target Environment before it begins to use the Licensed Material for processing its operations.

This shall also apply for parts of the Licensed Material which are supplied to the CITY as part of the warranty and maintenance services. The CITY shall also take reasonable precautions in case all or some of the Licensed Material supplied to it works incorrectly, such precautions being emergency procedures, data protection, regular back-up of data, virus checks, regular checks of results, etc. If the CITY uses the Licensed Material without test, such usage shall be deemed to be acceptance.

3.6 Acceptance. The Licensed Material shall for each module delivered (if in modules) be deemed to have been accepted one (1) month after delivery thereof to the CITY unless within that period the CITY makes a complaint to the COMPANY in relation to the Licensed Material by mail, fax or e-mail using the address and other communication information supplied in the agreement. Complete or partial commencement of the processing of its operations by the CITY using all or part of the any module of the Licensed Material shall be deemed to be immediate acceptance of all of that module's Licensed Material. Acceptance of one or more modules of the Licensed Material shall not constitute or imply Acceptance of any other modules which have not been specifically Accepted.

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

4.1 License Fee. For the Products listed in Attachment B, CITY shall pay to COMPANY the License Fee in the amount and manner set forth in Attachment B. For any license fee applicable to additional programs or components agreed pursuant to an amendment of this Agreement, the applicable additional license fee shall be as set forth in such amendment.

4.2 Taxes. CITY shall be responsible for any sales, use, value added, service or other similar taxes that may be imposed by any applicable taxing jurisdictions upon CITY or COMPANY relating to the Product delivered hereunder or the License Fee payable therefore. COMPANY agrees to separately itemize such taxes on its invoices to CITY and to remit the tax amounts received from CITY to the appropriate taxing authority. COMPANY shall be solely responsible for any corporate taxes and income taxes based upon the income or revenue of COMPANY.

4.3 Invoices and Payment. COMPANY shall submit invoices for the License Fee upon delivery to CITY of the Product. Invoices shall be mailed to City of Tucson Finance Department/Accounts Payable Division, PO Box 27450, Tucson, AZ 85726-7450. Payment of invoices shall be made by CITY to COMPANY within 30 days following receipt of each such invoice.

#### **5. CERTAIN REPRESENTATIONS, WARRANTIES AND COVENANTS**

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

- (a) this Agreement constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as such enforceability

may be limited by bankruptcy laws and other similar laws affecting creditors' rights generally and by general principles of equity;

- (b) the execution, delivery and performance of this Agreement by it does not and will not conflict with, or constitute a breach or default under, its charter documents or any agreement, contract, commitment or instrument to which it is a party; and
- (c) there is no action or proceeding pending or, in so far as it knows or ought to know, threatened in writing against it before any court, administrative agency or other tribunal that (i) could impact upon its right, power and authority to enter into this Agreement, to grant the rights and licenses granted by it to the other Party hereunder, or to otherwise carry out its obligations hereunder, or (ii) might have a material adverse effect on its business or condition, financial or otherwise that would materially impact a Party's ability to perform under this Agreement.

5.2 COMPANY's General Warranties and Covenants. COMPANY represents, warrants and covenants to CITY as follows:

- (a) COMPANY or its Affiliates own, and COMPANY is authorized to grant the rights and licenses to, the Licensed Material as set forth in this Agreement; and
- (b) COMPANY has not received any written notice or claim, and is not otherwise aware, that the Licensed Material and the Use thereof by CITY and the Authorized Users in accordance with this Agreement and the Documentation as contemplated hereunder, infringes or misappropriates, or would infringe or misappropriate the patent, copyright, trademark, trade secret or other Intellectual Property Rights of any third party.

5.3 COMPANY's Product Warranties and Covenants.

- (a) COMPANY represents and warrants that for a period of twelve (12) months from delivery of any copy of the Licensed Material to the CITY, (the "Warranty Period") the media in which the Licensed Material are delivered shall be free from defects in material and workmanship, assuming normal Use. The CITY may return any defective media to the COMPANY during this period for replacement free of charge.
- (b) COMPANY represents, warrants and covenants to CITY that, if properly used in the Target Environment in accordance with the Documentation and the terms and conditions of this Agreement, during the warranty period, if any, agreed and set forth in the Agreement (Warranty Period) the Product shall comply with, and achieve the performance and functionality in accordance with the Documentation. CITY agrees to promptly notify COMPANY in writing immediately upon discovery of any error or non-conformance of the Licensed Material. COMPANY will promptly correct or replace any error or defect in the Product reported by CITY during the Warranty Period without any additional charges to CITY for such correction or replacement.

- (c) The Licensed Material have been produced and distributed with strict procedures to protect them against viruses. If, in the CITY's opinion, there is a justified suspicion that a virus exists in his copy of the Licensed Material or if it finds a virus, the COMPANY shall assist the CITY in resolving the matter. If the COMPANY is responsible for the existence of the virus, it shall within a period of three (3) days from delivery of the copy by the COMPANY remove the virus from the Licensed Material or supply without charge a copy containing no virus. If the virus does not fall within the responsibility of the COMPANY, the CITY shall pay for the assistance provided by the COMPANY in keeping with the time and material and at the COMPANY's rates of charges valid from time to time.

5.4 CITY's Warranties and Covenants. CITY represents, warrants and covenants to COMPANY that:

- (a) CITY is responsible for selecting, installing, operating and using the Licensed Material as delivered by COMPANY and accepted by CITY and for the results achieved therewith. CITY shall also be responsible for the installation, use and maintenance of the Target Environment. CITY shall take reasonable precautions against loss of data due to any error or non-conformity in the operation or working of the Licensed material including without limitation, emergency procedures, data protection, regular back-up of data, virus checks, and regular checks of results.
- (b) The CITY is aware of the essential functional features of the Licensed Material. The CITY acknowledges that the Licensed Material has not been developed to meet the CITY's specific requirements and it is responsible for ensuring that the Licensed Material satisfies or meets its requirements. When using the Licensed Material, the CITY shall observe the guidelines set down in the pertinent Documentation. The CITY agrees to install any Updates, corrections and/or and New Versions of the Licensed Material in due time, but in any case not longer than twelve (12) months after the initial delivery date.

5.5 Warranty Disclaimers.

- (a) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, NEITHER COMPANY NOR CITY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED.
- (b) Further, COMPANY does not represents or warrants that any of its respective Deliverables provided under this Agreement functions without interruption and without error or that such Deliverable will operate in every combination desired by the other Party with any data, computer systems and programs of its choice or



that the remedying of one program error does not result in the occurrence of other program errors.

5.6 Warranty Limitations and Release. COMPANY shall be released from its warranty obligations under Sections 5.2 and 5.3, subject to Section 2.14, to the extent that any infringement, errors, fault or non-compliance arises due to circumstances for which COMPANY is not responsible, including without limitation: (a) modification of the Licensed Material after delivery to CITY, if such modification was not made or authorized by COMPANY; (b) use of the Licensed Material contrary to the Documentation provided by COMPANY; or (c) use of the Licensed Material other than in Target Environment or use of the Licensed Material in combination with products and systems not contemplated in the applicable Documentation or Specification; or (d) infringing element or defects contained in any CITY provided Material. Further, COMPANY shall not be considered to be in breach of the warranties to the extent that COMPANY offered to CITY a correction or Upgrade and CITY failed to implement such correction or Upgrade within the timeframe defined in section 5.4. In such cases, the work put in by the COMPANY in order to determine the cause of the fault and to remedy the fault shall be invoiced in accordance with the COMPANY's current rates of charges. This shall also apply to consequential services or supply of products in relation to such work, including but not limited to the delivery of a corrective code or a corrected version of the defective part of the Licensed Material or for instructions as to how the error can be avoided. The COMPANY shall also be released from its warranty obligations if the CITY does not complain of a program error promptly or does not put into productive operation a corrective code provided by the COMPANY in fulfillment of its warranty obligations or a correct Update or Version of the pertinent part of Licensed Material which it has supplied.

## 6. CONFIDENTIALITY

6.1 Obligations of Confidentiality. Each Party (in such capacity, the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) of the other Party (in such capacity, the "Disclosing Party") provided by the Disclosing Party or otherwise received by the Receiving Party hereunder as allowed by State Statute. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any Person or entity other than those directors, officers, employees, agents, subcontractors, Permitted Affiliates, Authorized Users of the Receiving Party who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights, under this Agreement unless required by State Statute or Court Order. In addition, the Receiving Party shall (a) take all reasonable steps to prevent unauthorized access to the Disclosing Party's Confidential Information; (b) not use the Disclosing Party's Confidential Information, or authorize other Persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing the Receiving Party's obligations or exercising the Receiving Party's rights hereunder; (c) upon the request of the Disclosing Party and a reasonable opportunity to

comply, comply with any legal and/or regulatory requirements applicable to the Disclosing Party or its vendors regarding security and data protection (and in such cases, the Disclosing Party will reimburse the Receiving Party for the reasonable, actual additional costs, if any, incurred by the Receiving Party in complying with such requirements); and (d) promptly advise the Disclosing Party in the event it learns or suspects that any of the Disclosing Party's Confidential Information in the Receiving Party's possession has been revealed or improperly acquired by any third party, and shall assist the Disclosing Party in its efforts to retrieve the material and mitigate the effects of the exposure or loss. As used herein, "reasonable steps" means steps that a Party takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care.

## 6.2 RESERVED

Section 6.2 is intentionally left blank.

6.3 Exclusions. The provisions of this Article 6 respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information: (a) is already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party; (b) is subsequently learned by the Receiving Party from an independent third party free of any restriction and without breach of this Agreement; (c) is or becomes publicly available through no wrongful act or omission of the Receiving Party; or (d) is independently developed by or for the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party. Further, Receiving Party shall not be in breach for disclosure to the extent required pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange or self regulatory agencies (provided, however, that to the extent practicable and lawfully permitted, the Receiving Party shall advise the Disclosing Party of such required disclosure promptly upon learning thereof in order to afford the Disclosing Party a reasonable opportunity to contest, limit and/or assist the Receiving Party in crafting such disclosure).

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

6.5 Receiving Party's Employees and Others. The Receiving Party shall take reasonable steps to advise its employees, agents, contractors, subcontractors, Authorized Users of the Receiving Party's obligations of confidentiality and non-use under this Article 6.

6.6 Return or Destruction of Confidential Information. Upon the Disclosing Party's written request at any time, including following the expiration or termination of this Agreement, the Receiving Party promptly shall cease to use the Confidential Information and return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof, and shall provide the Disclosing Party with a written statement certifying that all such material has been returned or destroyed. Notwithstanding the foregoing sentence, if and to the extent the license and rights granted to the Receiving Party with respect to any Confidential Information survive the termination of this Agreement, Receiving Party may retain Confidential Information of Disclosing Party and use such information to the extent that such information is reasonably necessary in connection with Receiving Party's exercise of the license and rights as permitted under this Agreement; provided, however, that all such Confidential Information retained by the Receiving Party shall remain subject to the provisions of this Article 6 for so long as it is so retained. For greater clarity, COMPANY and CITY each acknowledges and agrees that nothing in this Article 6 shall entitle either party to require the other party to return, or cease Use of, any material (including, in the case of CITY, the Licensed Material) so long as the license granted to such party under this Agreement remains in effect, including by survival after termination of this Agreement to the extent such survival may be expressly provided hereunder. If requested by the Disclosing Party, the Receiving Party shall certify in writing its compliance with the provisions of this Section 6.6.

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

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

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

## **7. OWNERSHIP AND PROPRIETARY RIGHTS**

7.1 Product and the Licensed Material. CITY acknowledges and agrees that COMPANY does and will continue to own all Intellectual Property and Intellectual Property Rights in or attached to the Product and Licensed Material, including without limitation, in or attached to any Enhancement and Upgrades and any Derivative Works thereof even if

made by or on behalf of the CITY. Nothing contained herein shall be construed as a transfer, assignment or conveyance by COMPANY to CITY of the ownership, interest or title to the Intellectual Property or Intellectual Property Rights in or attached to the Licensed Material or any Enhancements, Upgrades or Derivative Works thereof. Subject to the provisions of this Agreement, CITY shall have the non-exclusive license and rights granted by COMPANY pursuant to Article 2 hereunder.

- 7.2 CITY Material. The ownership and title in any Intellectual Property and Intellectual Property Rights in or attached to any CITY Deliverables and CITY Proprietary Material that CITY provides to COMPANY in connection with the performance of Services or for incorporation in the Licensed Material shall remain with CITY and its applicable licensors and nothing contained in this Agreement is intended to nor shall be construed to effect any transfer of ownership rights or title of CITY or its licensors to COMPANY. To the extent any CITY Deliverables or CITY Proprietary Materials are used or incorporated in the Licensed Material, CITY hereby grants to COMPANY a non-exclusive, irrevocable, worldwide, fully paid up and royalty free right and license to use, copy, display, sublicense and distribute such material as part of Licensed Material and/or COMPANY's product(s) and to create Derivative Works thereof within any future Enhancement of or Upgrade to the Licensed Material, provided that such right and license shall exclude all Marks of CITY.
- 7.3 Trademarks. Nothing herein is intended to provide any Party any right to use or exploit any trademark, service mark, business name, trade dress or logo ("Mark") of the other Party, and neither Party shall utilize any such Mark of the other Party without the express written consent of the other Party unless it is obligated to reproduce such Mark under this Agreement.
- 7.4 COMPANY's Marketing Rights. Nothing in this License Agreement shall prevent COMPANY from transacting similar business either for itself or for any other Person or to offer same or similar products or services to any third parties.
- 7.5 Residual Knowledge. Nothing in this License Agreement is intended to prevent either Party from using the knowledge, skill and general experience gained by it or its employees in the performance of this License Agreement to the extent they are retained in the unaided memories of such Party's personnel. Such personnel's memory will not be considered to be unaided if such personnel makes reference to refresh his memory to documents containing Confidential Information belonging to the other Party or the Source Code of the other Party. Nothing contained in this Section 6.6 shall be construed as granting separate license to the Intellectual Property or Confidential Information by one Party to the other Party.
- 7.6 Ownership of Data. COMPANY acknowledges that all data related to this project (including but not limited to names, addresses, personal contact information of people involved in an incident; photographs; investigative materials; correspondence; identifying and tracking information; maps; and all other CITY records), either as provided initially by the CITY; in subsequent data transmittals; or as keyed, delivered, interfaced or otherwise created in the system, is the sole and exclusive property of the

CITY The COMPANY makes no claim on the data, and agrees to securely maintain the data, in such manner as is defined within this agreement; to freely release all data at the end of the agreement for any reason; and to permanently remove all data from their systems once the CITY has issued a written receipt for the data's return.

- (a) The COMPANY will make copies of all of the CITY's data within ten (10) days of receipt of the CITY's written request for such data. The data is to be delivered via electronic media, in a format mutually agreed upon by the CITY and the COMPANY. Proof of receipt of a request is constituted by the delivery acknowledgment provided by third party package handlers or by the US Postal Service. The CITY agrees to bear reasonable costs for extracting the data, not to exceed \$1,000 dollars.
- (b) If the COMPANY fails to deliver the data within ten (10) days of receipt of a request; or upon termination of the contract; or if the COMPANY fails to either securely maintain all data files while they are in possession of them, or to completely erase all the data from the COMPANY's possession after the data has been returned to the CITY upon termination of this agreement; then the COMPANY shall be liable for all costs, fees and damages incurred by the CITY as a result of the COMPANY's actions.

## 8. **RESERVED**

Section 8 is intentionally left blank.

## 9. **INDEMNIFICATION**

### 9.1 Infringement Indemnity by COMPANY.

- (a) To the extent a Party becomes aware, such Party shall promptly and fully notify the other Party of any Claim by any third party asserting that the Use by CITY or an Authorized User of the Licensed Material infringes or is likely to infringe the Intellectual Property Rights of such third party. COMPANY will defend, indemnify and hold harmless CITY, Authorized Users, and CITY's directors, officers, employees and agents (collectively, "**CITY Indemnified Parties**") from any and all Losses arising from any such Claim, provided that COMPANY shall have no obligations to CITY or CITY Indemnified Parties under this Section 9.1 or Section 9.2 below.

9.2 Additional Obligation of COMPANY. Subject to the forgoing provisions, in the event that any infringement Claim is initiated against COMPANY or a CITY Indemnified Party, or in COMPANY's sole opinion is likely to be initiated for the COMPANY is liable in terms of Section 9.1 above, then COMPANY shall have the option, at its expense, to either:

- (a) modify or replace the infringing part of the Licensed Material so that such part is no longer infringing, provided that the functionality and performance of the

Licensed Material continues to perform and operate at least in an equivalent manner and with equivalent functionality; or

- (b) procure for CITY, Permitted Affiliates, Authorized Users the right to continue using the infringing Licensed Material.

In either case, the COMPANY shall act as promptly as possible and in a manner which will avoid unreasonable disruption to CITY's operations. If neither of options (a) and (b) under Section 9.2 is reasonably possible or effective, COMPANY shall accept the return of the Licensed Material and terminate all rights and licenses granted to CITY under this Agreement and refund to CITY an amount equal to the unamortized balance of the License Fee paid by CITY under this Agreement, calculated on a straight line basis over a period of five years commencing on the Effective Date of this Agreement. The provisions of Section 9.1 and 9.2 state COMPANY's entire liability and CITY's sole remedies with respect to infringement.

### 9.3 CITY's Infringement Indemnity.

- (a) Subject to subsection 9.3(b), CITY shall defend, indemnify and hold harmless COMPANY and its directors, officers, employees and agents (collectively, "**COMPANY Indemnified Parties**") from and against any Losses arising from any third party Claim against one or more COMPANY Indemnified Parties in which it is alleged that the Use by COMPANY of any CITY Material in connection with this Agreement constitutes an infringement of or misappropriation of the Intellectual Property Rights of any third party, provided that CITY shall have no obligation to COMPANY and in such cases COMPANY shall defend, indemnify and hold the CITY Indemnified Parties harmless, to the extent such infringement Claim arises as a result of (i) modification of a CITY Material by or for COMPANY other than to perform the Services to be provided under this License Agreement, Attachments and Statement of Work or at the direction of CITY; (ii) use by COMPANY of the CITY Material other than in accordance with applicable documentation or instructions provided by CITY or use of the CITY Material by COMPANY in combination with products and systems not contemplated in this Agreement, a Statement of Work, the applicable Documentation or Specifications; (iii) COMPANY's failure to implement reasonable corrections, revisions or upgrades provided by CITY at CITY's cost, the use of which would have prevented any such Claim for infringement without materially impacting COMPANY's use of the CITY Material; or (iv) use of a CITY Material outside the scope of the Licensed Material or Services. CITY agrees not to perform actions which would result in a claim under the conditions in the preceding sentence.
- (b) Notwithstanding anything to the contrary herein, CITY makes no representation or warranty, and COMPANY expressly waives any obligation by CITY of indemnification, with respect to the use of a CITY Material by any Person other than COMPANY, and shall assume no liability with respect to any Claims or

Losses that may be made against or incurred by COMPANY, any COMPANY Indemnified Party or any other Person for the use of such materials beyond the Licensed Material provided to CITY hereunder or performance of the Services provided to CITY herein.

9.4 **RESERVED**

Section 9.4 is intentionally left blank.

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

**10. LIMITATION OF LIABILITY**

10.1 SUBJECT TO THE SPECIFIC REMEDIES IF ANY SET FORTH IN THIS AGREEMENT WITH RESPECT TO ANY CLAIM CONCERNING PERFORMANCE OR NON PERFORMANCE OF THE LICENSED MATERIAL PURSUANT TO OR IN ACCORDNACE WITH THE TERMS OF THIS AGREEMENT AND THE DOCUMENTATION OR ANY CLAIM FOR BREACH OR DEFAULT OF THE COMPANY, THE CITY'S EXCLUSIVE REMEDY SHALL BE THE RECOVERY OF THE DIRECT DAMAGES ACTUALLY SUFFERED BY IT INCLUDING BUT NOT LIMITED TO ALL FEES PAID TO COMPANY.

10.2 GENERAL EXCLUSION. EXCEPT WITH RESPECT TO BREACH OF THE LICENSE CONDITIONS AS SET FORTH IN SECTION 2, BREACH OF CONFIDENTIALITY OBLIGATIONS AS SET FORTH IN SECTION 6 AND INDEMNIFICATION CLAIMS FOR INFRINGEMENT AS SET FORTH IN ARTICLE 9, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR LOSS OF OR DAMAGE TO REVENUES,

PROFITS, OR GOODWILL OR OTHER SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORIES IN LAW OR EQUITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 10.3 Additional Liability Exception. The limitation of liability set forth in Section 10.2 shall not be applicable to liability for any unpaid fees due for the license under this Agreement.
- 10.4 Back up date. The CITY shall be responsible for daily backing up all data and databases used with the Licensed Material. The CITY assumes full responsibility for the use of the Licensed Material and any information entered, used and stored thereon, including, without limitation, protection of data from viruses, or any unintended modification, destruction or disclosure, and for the accuracy and integrity of the results. The COMPANY assumes no responsibility for CITY's negligence or failure to retain back up data at regular intervals or protect data from viruses, or any unintended modification, destruction, or disclosure of any data, software or other information.
- 10.5 The CITY acknowledges and agrees that the allocation of risk contained in this Section 10 is reflected in the fees and other charges under this Agreement and is a reasonable allocation of the risk between the parties.

## 11. TERM AND TERMINATION

- 11.1 Term. The term of this License Agreement shall commence as of the Effective Date and shall continue to remain in effect until the expiration of the initial term running until the end of the calendar year which contains the fifth anniversary its effective date, unless and until it is terminated in accordance with the provisions of this Agreement ("**Term**") and may be extended by the parties thereafter as per the procedure laid down below.
- 11.2 No later than one (1) year before the expiry of the initial term of the License Agreement the CITY may make a written request for extension of this Agreement by a further term of one (1) calendar year in return for payment of the applicable license and maintenance fee set down in the Appendix. Thereafter, the CITY may similarly request extension by further periods of one (1) calendar year, allowing one (1) month notice. The COMPANY may refuse extension only for a serious reason, i.e. if the COMPANY ceases to carry on its business or loses the license for distribution of the Licensed Material or the CITY commits any material breach of its obligations. Should the CITY fail promptly to extend the License Agreement, it shall end automatically upon the expiry of the then current term. The duration of the Appendices shall be determined by the arrangement made therein. In the absence of a special arrangement, the Appendices shall have the same duration as this License Agreement and shall be extended with it.



In every case, the termination of this License Agreement shall also occasion the termination of all its Appendices.

### 11.3 Termination for Material Breach.

11.3.1 In the event of a material breach of the provisions of the Agreement or this License Agreement by CITY, COMPANY may terminate this Agreement and all applicable licenses, upon written notice to the CITY, if the CITY fails to cure such breach within thirty (30) days following written notice thereof from COMPANY.

11.3.2 In the event of a material breach of the provisions of the Agreement or this License Agreement by COMPANY, CITY may terminate this Agreement and all applicable licenses, upon written notice to the COMPANY if the COMPANY fails to cure such breach within thirty (30) days following written notice thereof from CITY

11.4 Termination for Change of Control. In the event of a material change of ownership, control or business purpose by the COMPANY, the CITY shall at its sole discretion have the right to ascertain the ability of the new ownership to perform under the terms of this License Agreement. Such assessment shall include interviews discussions, and negotiations with the new ownership, and shall be completed in not more than 180 days from the time that the City is made aware of the change in ownership. Based on its assessment, the CITY shall either renew the License Agreement with the new owners under the then current terms, or if the CITY is unable to be satisfied that the terms and rights can be upheld by the new ownership, the CITY may seek such replacement of functionality ("replacement") as it believes serves its interest, such Replacement to be completed in not more than twelve (12) months. While the Replacement is in progress, CITY may continue to use the software, and for the period that the CITY continues to pay maintenance, receive the level of support provided under this License Agreement. At the end of the twelve month Replacement period, this License Agreement shall be terminated.

### 11.5 Effect of Termination:

- (a) In the event of termination of this Agreement for any reason whatsoever, the rights and licenses granted to the CITY will immediately terminate and the licensee will have no further right to use the software. Within thirty (30) days after the termination, CITY must return all the copies of the software, documentation and Confidential Information in its possession or control to the licensor, or permanently destroy or disable all such copies. If requested by the COMPANY, a duly authorized officer of the CITY will certify in writing to the licensor that the licensee has taken such action. The sole exception is the right of CITY to retain CITY'S data and the COMPANY shall grant CITY a limited licenses to use the associated schema for the database in which such data exists for the purposes of transition for a period not to exceed 12 months. CITY agreed to treat such Schema as the Confidential Information of COMPANY and shall not

disclose such schema to any third party without the prior written consent of COMPANY.

- (b) Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
- (c) In the event of this Agreement being determined by whichever party and for whatsoever reason, the CITY shall be liable to make payments of the entire amount due under this Agreement for the services rendered by the COMPANY up to the effective date of termination in terms of this Agreement.
- (d) Forthwith on the expiry or earlier termination of this agreement, each party shall, return to the other party all documents and materials and Confidential Information, belonging to the other party with regard to this Agreement, or shall at the option of the disclosing party destroy under written certification by an authorized officer of the other party all documents or materials in connection with this Agreement in a manner that the subsequent retrieval thereof is rendered impossible by any method

## 12. MISCELLANEOUS

- 12.1 Default and Other Remedies. Nothing herein shall preclude either Party from seeking money damages or injunctive relief to prevent unauthorized use of the Licensed Material or CITY Proprietary Material in the event of a breach of this Agreement.
- 12.2 Remedies. Except as otherwise provided herein, no right or remedy herein conferred on or reserved to either Party is intended to be exclusive of any other right or remedy, and each and every right and remedy will be cumulative and in addition to any other right or remedy under this Agreement or under applicable law, whether now or hereafter existing.
- 12.3 Injunctive Relief and Special Performance. COMPANY and CITY agree that a breach by either of them of its obligations under Article 2, Article 5, Article 6 or Article 11 may cause irreparable harm which cannot be compensated in money damages. Accordingly, COMPANY and CITY each agree that in the event either Party breaches any of the provisions in Article 2, Article 5, Article 6, or Article 11 the other Party shall be entitled to seek injunctive relief or specific performance in addition to its other remedies.
- 12.4 Relationship of Parties. The relationship of the Parties shall be that of independent contractors. Any employee, subcontractor or agent of COMPANY who is assigned to provide Services under this Agreement shall remain at all times under the exclusive direction and control of COMPANY and shall not be deemed to be an employee, subcontractor or agent of CITY. Neither Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, or to

represent the other Party as agent, employee, or in any other capacity, except as specifically provided herein.

12.5 Binding Effect; Assignment.

- (a) This Agreement shall be binding on and inure to the benefit of the respective Parties and their permitted successors and assigns. Neither Party may sell, transfer or assign any right or obligation hereunder, except as expressly provided herein, without the prior written consent of the other Party. Any assignment in violation of this Section 12.4 shall be void.
- (b) CITY shall have the right to assign or transfer (including by merger or otherwise by operation of law) all of its rights, duties and obligations under this Agreement to (i) any entity that is an Affiliate of CITY in connection with an internal reorganization of the business of CITY; or (ii) a purchaser of all or substantially all of CITY's capital stock, assets and business involving the line of business that primarily utilizes the Licensed Material; provided that with respect to subsections (i) and (ii), the resulting assignment shall not expand the scope of the licenses granted hereunder. The foregoing assignment shall be valid only if (A) CITY provides prior written notice to COMPANY and (B) such assignee or transferee shall have expressly assumed in a written agreement with COMPANY, the rights, duties and obligations of CITY under this Agreement. No such assignment or transfer shall operate to release CITY of its duties or obligations under this Agreement, absent an express written release executed and delivered by COMPANY (it being understood and agreed that COMPANY shall not unreasonably withhold its consent to such a release if the assignee or transferee is the operator or successor to CITY's line of business involving the Licensed Material).
- (c) COMPANY shall have the right to assign or transfer (including by merger or otherwise by operation of law) its rights, duties and obligations under this Agreement with the consent of CITY. CITY agrees not to unreasonably withhold consent, subject to the terms of section 11.4.

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

12.7 Notices. All notices, as required by the contract, and other communications required under this Agreement shall be in writing and sent to the address stated below, or to such other address as shall be given by either Party to the other in writing, and shall be effective: (i) upon actual delivery if presented personally or sent by express overnight courier such as Federal Express (with a signature acknowledging receipt), or (ii) seven

days following deposit in the mail if sent by certified or registered mail, postage prepaid, return receipt requested.

If to COMPANY:

With a copy to:

If to CITY:

City of Tucson  
255 W. Alameda, 6<sup>th</sup> Floor  
Tucson, Arizona 85701  
Attention: Department of Procurement  
Telephone: 520-791-4217  
Facsimile: 520-791-4735

With a copy to:

City of Tucson  
IT Department  
481 W Paseo Redondo  
Tucson, Arizona 85701  
Attention: Contracts Administrator  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

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

- 12.8 Applicable Law. This Agreement shall be governed by laws of the State of Arizona, without giving effect to the conflicts of law principles thereof.
- 12.9 Cooperation. Each Party to this Agreement agrees to execute and deliver all documents and to perform all further acts and to take any and all further steps that may be reasonably necessary to carry out the provisions of this Agreement and transactions contemplated thereby. Each Party shall perform its obligations hereunder acting in a fair and reasonable manner.
- 12.10 Headings. The various headings and subheadings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.
- 12.11 Severability. The invalidity of one or more phrases, sentences, sections, clauses or articles contained in this Agreement shall not affect the remaining portions of this

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

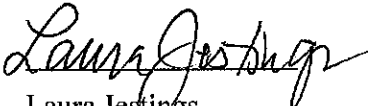
12.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.13 Enurement. This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

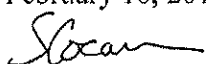
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first written above.

CITY OF TUCSON

[COMPANY NAME]

By:		By:	Promium, LLC
Name:	Laura Jestings	Name:	Scot Cocanour
Title:	Contract Administrator	Title:	CEO
Date:	<u>2-27-12</u>	Date:	February 16, 2012

---



**Attachment A**  
**PRODUCT COVERED BY THIS AGREEMENT**

**Attachment B**

LICENSED MATERIALS (INCLUDING THIRD PARTY OR ANCILLARY SOFTWARE)



**Attachment C**  
**MAINTENANCE AND SUPPORT AGREEMENT**

**Attachment D**  
**TARGET ENVIRONMENT**

## **2. Promium's Best and Final Offer and Clarification**

**From:** David Riese <DRiese@promium.com>  
**To:** "Nathan Daou (Nathan.Daou@tucsonaz.gov)" <Nathan.Daou@tucsonaz.gov>  
**Date:** 1/20/2012 4:04 PM  
**Subject:** Promium BAFO  
**Attachments:** Promium TWQL Best and Final Price Offer 20Jan12.pdf

Greetings, Nathan.

It is my pleasure to offer the attached BAFO for the City of Tucson's consideration.

Please don't hesitate to contact me directly with any questions. Have a great weekend!

Best,

David B. Riese  
Sales Engineer | Promium  
O: 877.776.6486 x221  
(877.PROMIUM x 221)  
M: 425.408.3800

January 20, 2012

Nathan Daou  
Principle Contract Officer  
City of Tucson  
255 W Alameda  
Tucson, AZ 85726

Subject: Request for Proposal No. 120349-LIMS  
Response to Best and Final Offer and Request for Clarification

Dear Nathan,

Thank you again for the opportunity to participate in TWQL's LIMS selection process. Please refer to the section below which provides clarification to your letter dated January 13, 2012. We look forward to our continued dialogue.

1. Promium will be responsible for the data migration tasks outlined in the RFP which includes
  - Migration Strategy
  - Data Source Analysis
  - Migration Design and Execution
  - Testing and Implementation

The City will be responsible for reviewing and approving the Migration Strategy and answering any questions that arise during the Data Source Analysis task. The questions during the analysis task typically involve clarification of the data fields and input on any required data transformations. Promium estimates that a City resource would be required for 8-16 hours. This is based on past data migrations projects of similar size and scope.

2. Promium's training will predominantly take place at the TWQ lab, not offsite. Some of the training will be conducted remotely over the internet. Promium offers a quarterly workshop on Advanced Crystal Reports formats. Clients are invited to bring specific reports relevant to their lab for completion during the course, which is held at our corporate headquarters in Bothell, WA.
3. Promium support staff frequently use GoToMeeting for remote support.
4. Promium has no objection with multiple contacts from the City. We recommend that your internal efforts are well-coordinated between individuals and departments for the most clear, expedient dialogue with Promium support staff.
5. Promium employs a multi-layered approach to support which includes:
  - First line is phone-based support. Primary support is provided by a live phone-based support desk staffed by individuals who have direct laboratory experience and extensive knowledge of Element. Immediately, the call is logged into an online ticketing system and all tickets are tracked from initiation through resolution. In the event that a customer is unable to reach a live technician, a tracking number is provided within an hour of the call and confirmation that their support ticket has been received.
  - Customers are provided with responses to all tickets within an hour and when appropriate, apprised of ongoing progress. The ticket log is reviewed regularly by members of the support and development teams. Problems are usually resolved within 4 hours of receiving the call. The resolution may involve transferring control of the user's desktop (ie: GoToMeeting) to the support team member via a web conferencing service (with the client's express permission).

- Users may also elect to directly enter a trouble ticket via the on-line ticketing system. The response for these events also follows the same response time as above.
  - Senior level support for escalations: Problems that cannot be rapidly addressed by the first line support team are escalated to individuals with a deeper knowledge of specific technical functionality or lab operations. This includes the department managers responsible for support, implementation, and/or development. These are escalated within 24 hours.
  - Management team for unresolved issues: Issues that cannot be resolved by the first and second line support team are escalated further to the management team for resolution. This includes senior executives in the company. We rarely reach this level but if it is needed it is with 4 days of the first support call.
  - On-line resources: On-line self-help resources are also available for troubleshooting and addressing known issues.
6. Element offers a simple package management system within the application. Users can easily scan documents directly from within Element, eliminating the need to install and use 3<sup>rd</sup> party scanning software.

PDF and image files can be attached to specific objects within Element, which allows the user and system to maintain appropriate context and clarity. Objects/features that offer document attachment include but are not limited to: clients, projects, work orders, analyses, batches, standards, and preparation procedures.

Attached files are stored in a user-defined shared folder on the network. To maintain optimal database performance, no attachments are stored in the database itself. Any attachment can be output to a paginated report. In short, any data that is stored within Element can appear on a report.

A specific folder is defined for Chain of Custody (CoC) documents. For high-volume environments, users can affix a bar code to each CoC and scan them to the CoC folder. Element will mine this folder on a routine basis, read the bar codes, and attach the CoC document to the appropriate Work Order.

Similar folders can be defined for instruments, which can be populated with chromatograms or other PDFs. Like the CoCs, these files are automatically mined and attached to the appropriate samples based on sample IDs.

Element currently does not offer versioning. Promium recommends using a file naming convention to assist with version control.

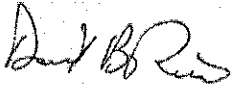
7. The following Gantt Chart has been modified to begin LIMS Project in February 2012. Sixty day acceptance added under Task 20.

Task	Start	End	Duration	Resources
City of Tucsom, Tucson Water Quality Laboratory	10/28/2012	10/28/2012	1d	100
Contract Awarded (PO Received)	2/7/2012	2/7/2012	1d	100
Initial Teleconference Team Meeting	2/10/2012	2/10/2012	1d	100
Send Licensed Element LIMS Software	2/10/2012	2/15/2012	4d	100
Initial Kick off Teleconference	2/13/2012	2/13/2012	1d	100
Implementation, Installation and Data Migration	2/22/2012	10/24/2012	180d	100
Project Management	2/7/2012	10/23/2012	180d	100
Initial Onsite Visit which includes 3 and 4 day training sessions for Senior Staff of TVOCL as LIMS Admin for Train the Trainer approach and instrument interfaces for data collection	3/12/2012	3/12/2012	1d	100
Begin Data Tool Interpretation of Instruments and confirm timeline for Data Migration Plans	3/15/2012	3/15/2012	1d	100
Onsite Progress meeting with 30% completion basis and deliverables	3/5/2012	3/5/2012	1d	100
Promium Review new Data Tool Interfaces (if necessary) Promium SEND and EDD Procedures	6/1/2012	6/1/2012	1d	100
Promium Report Development	6/1/2012	6/1/2012	1d	100
LIMS Admin and Promium will Populate LIMS Database with Element Data System	4/10/2012	6/11/2012	45d	100
Remote Technical Support during Client Database Population	4/10/2012	6/11/2012	45d	100
Initial Testing of Element, Reports and EDD Formats	5/15/2012	5/22/2012	5d	100
Water Quality Database configuration	5/22/2012	7/2/2012	30d	100
Onsite Progress Meeting with 50% completion of installation and Implementation of Element	6/1/2012	6/1/2012	1d	100
Management of Data Migration of Seedbank data from 1999 to present with out QA/QC data.	6/5/2012	6/5/2012	1d	100
Train the Trainer classes with TVOCL as Potential Trainers and Promium as Support. Classes include: Project Management, Sample Collection, Project Quality Assurance, Quality Control, Training, Database Administration and Client/Contract.	6/22/2012	7/5/2012	10d	100
Progress meeting with 80% completion of installation and Migration of Seedbank data	6/4/2012	6/4/2012	1d	100
Final Onsite Testing and Acceptance	7/25/2012	10/19/2012	80d	100
Final Meeting with all tasks to be completed.	10/17/2012	10/23/2012	5d	100
Go-Live	10/23/2012	10/23/2012	1d	100

We at Promium appreciate the opportunity to participate in your LIMS selection process, and hope we've clearly demonstrated our commitment to the industry. We sincerely hope to become the LIMS of choice for the City of Tucson.

Please don't hesitate to contact me directly with any questions.

Kind Regards,



David B. Riese  
Sales Engineer  
Promium



## BEST AND FINAL PRICE OFFER



### 5. Cost

Costs are evaluated on a fully loaded five-year cost of ownership. All costs must be itemized according to the proscribed table formats for details behind the summary line information. If the tables provided do not include a provision for a cost category, add it within the table.

Describe the costs to Tucson Water Quality Laboratory for the following scenarios. Provide costs for application acquisition, maintenance, and estimates of server hardware/software and telecommunications costs, both acquisition and on-going maintenance. In all approaches, include any other costs, such as data acquisition costs from previous database. Describe your assumptions for each scenario.

#### 5.1 Cost Summary

Description	Total Cost \$
1. Base System Modules (excluding Maintenance) <i>Element is a COTs all features are included. Promium is providing a 10% discount on Element DataSystem® which is a savings of \$11,950</i>	\$119,500
2. Optional Modules in Suite (exc. Maintenance)	NA
3. Optional Software from Partners. <i>One license of Crystal Reports software is required not optional.</i>	\$699
4. Implementation Planning and Consulting	\$28,080
5. Data Migration	\$23,500
6. Training	\$18,720
7. Expenses	\$15,000
8. Software Maintenance & Support (for 5 years) <i>If the City opts to purchase 5 years of maintenance at the time of project initiation, we will provide a locked in discount of 10% off the total of the amount of maintenance purchased (\$81,000 discounted to \$72,900). Please refer to the chart in section 5.1.1.7 for details.</i>	\$72,900
9. Additional Software Tools or Utilities <i>Instruments or equipment that lack a network or RS232 port (i.e. Balances, pH meters) require a third party software package such as WinWedge (\$399 per license). However, currently TWQL has developed their own integrated software that should suffice for these instruments to be interpreted with DataTool.</i>	NA
10. Hardware	
HP SB DL380 G7 E5620 SFF (HP ProLiant DL 380)	\$ 2943
3 x HP SB 2GB RAM 2Rx8 PC3-10600R-9 KIT	\$ 138
8 x HP SB 146GB 6G SAS 10K 2.5IN DP ENT	\$ 3027
TOTAL	\$ 6108
Excluding Sales Taxes and Freight Costs are not included	

<b>1. Additional Services</b>			
WQDB Data Feed			
Task	<b>Hours</b>	<b>Cost</b>	
Data Feed Strategy	24	\$3960	
WQDB Analysis	16	\$2,640	
Data Feed Design and Development	80	\$13,200	
Testing and Implementation	45	\$7,425	
<b>Total Data Feed</b>	<b>165</b>		<b>\$27,225</b>
Customization of Required Reports in Section 8.1 of the RFP			
<b>Report(s)</b>	<b>Estimated Hours</b>		
8.1.1 DWAR Form 1 – Total Coliform Rule Distribution System Monitoring	16	\$2,880	
8.1.2 DWAR Form 1G – Ground Water Rule Reporting Form	16	\$2,880	
8.1.3 DWAR Form 3 – Synthetic Organic Chemical Analysis Report	12	\$2,160	
8.1.4 DWAR Form 4 – Volatile Organic Chemical Analysis Report	12	\$2,160	
8.1.5 DWAR Form 2 IN – Inorganic Chemical Analysis Report	12	\$2,160	
8.1.6 DWAR Form 9 – New Source Approval Report	40	\$7,200	
8.1.7 DWAR Form 8 – Lead and Copper Analysis Report	24	\$4,320	
8.1.8 DWAR Form 16 – Individual Sample Analysis Report – Disinfection Byproducts	8	\$1,440	
8.1.9 DWAR Form 16.2 – Annual Disinfection Byproduct Report	16	\$1,880	
8.1.10 DWAR Form 18A – Maximum Residual Disinfectant Level Report	16	\$2,880	
<b>TOTAL</b>	<b>172 Hrs</b>		<b>\$30,960</b>
<b>SUBTOTAL</b>			<b>\$342,692</b>
<i>10% discount provided on Element DataSystem Software &lt;LESS DISCOUNT&gt;</i>			<b>\$11,950</b>
<b>TOTAL</b> <i>(Excluding Sales Taxes and Freight Costs (not included above))</i>			<b>\$330,742</b>

### 5.1.1 Detailed Cost Schedules Supporting Cost Summary

Provide an itemized breakdown of all software being proposed from the core system, optional modules, and third party. NOTE: *If annual maintenance varies by year, provide detail in section 6.2.7 below.*

#### 5.1.1.1 Core System Modules

- List the required modules for the base system and additional modules that are necessary to meet the City's core requirements as outlined in the Application Software section of the RFP.

Description	Software License Fee	Cost of Required Training	Annual Maintenance* (give details in #7, below)
<b>Core System Modules</b>			
Element DataSystem® (reflects 10% discount off the 2011 list price of \$119,500)	\$107,550	\$18,720	\$15,625
<b>Total</b>	\$107,550	\$18,720	\$15,625

#### 5.1.1.2 Optional Modules in Suite

- List the modules contained in the product suite that are beyond the City's core system requirements, and are optional purchases.

Description	Software License Fee	Cost of Required Training	Annual Maintenance* (give details in #7, below)
<b>Optional Modules in Suite</b>			
None	0	0	0
<b>Total</b>	0	0	0

#### 5.1.1.3 Software from Partner or Third Party

- List software being proposed that is provided by a third party.

Description	Software License Fee	Cost of Required Training	Annual Maintenance* (give details in #7, below)
<b>Software from Partner or Third Party (list)</b>			
Crystal Reports (One License)	\$699	0	0

Annual Maintenance is only required for Element DataSystem			
<b>Total</b>	\$699		

**5.1.1.4 Implementation Planning and Consulting**

- List recommended consulting services for implementation. This should include all services that will be needed to install the modules, test, and review after go-live. Expand the description for each service if needed for clarification. Following the table, give the reasons for the recommendations.

Description and Amount of Recommended Consulting Services	Amount in Person-Time (e.g. Person-hours)	Total Costs
Planning	40	\$7200
Implementation		
• Configuration	52	\$9360
• Interfaces/Integration	24	\$4320
• Testing (user, system)	40	\$7200
Migration		
Migration Strategy	16	\$2,640
Data Source Analysis	24	\$3,960
Migration Design and Execution	60	\$9,900
Testing and Implementation	40	\$6,600
Other Consulting Services		0
<b>Total</b>		\$51,180

**5.1.1.5 Training**

- List training categories. Indicate if bundled or unbundled and state the cost in dollars. Be sure to break out technical training for IT support staff separately from user training costs.

Training Categories – List by Audience (Technical or User)	Days	Cost
City Specific Training development - User	8	\$11,520
City Specific Training development – Technical	2	\$2880
City Specific Training development – Administrative	3	\$4320
<b>Total</b>		\$18,720

**5.1.1.6 Expenses**

- List all relevant additional expenses such as travel supplies.

Expenses	Cost
Travel 30 days at \$500/Day	\$15,000
<b>Total</b>	\$15,000

**5.1.1.7 Software Maintenance and Support**

Provide detailed costs for each module or package included numbers 1, 2, and 3, above. Indicate any standard escalation rates.

List each Installed or Supported application	Year 1	Year 2	Year 3	Year 4	Year 5
Element DataSystem® per single user	\$625	\$625	\$644	\$663	\$683
Element DataSystem® per 25 users	\$15,625	\$15,625	\$16,100	\$16,575	\$17,075

**5.1.1.8 Additional Software Tools or Utilities**

List all software that is being proposed to assist in product development, implementation, reporting, or maintenance.

Description	Software License Fee	Cost of Required Training	Annual Maintenance*
Crystal Reports (one License)	\$699	0	0
<b>Total</b>	\$699		

**5.1.1.9 Hardware supplied (if applicable)**

Description	Hardware Cost	Configuration Cost	Annual Maintenance*
Database Server (see detailed description in item 10 above)	\$6108	Per RFP, TWQL will purchase and configure hardware independently	NA to Promium

**5.1.1.10 Additional Software Tools or Utilities**

- List all software that is being proposed to assist in product development, implementation, reporting, or maintenance.

Not applicable.

**5.1.1.11 Additional services**

- Please describe additional services offered (data migration, interface development, API for other programs, etc.) and provide pricing for each. Indicate whether each service will be one time or will be base-lined into the core application.

Service Description	One time vs. base-lined	Service cost
Interface Development:  WQDB Data Feed Task Data Feed Strategy WQDB Analysis Data Feed Design and Development Testing and Implementation	165 hrs One Time	\$27,225
Total Data Migration	140 hrs One Time	\$23,100
Custom Report Development	172 Hrs One Time	\$30,960
<b>Total</b>	477 hrs	\$81,762

## 5.2 Cooperative Purchasing

- The City of Tucson Department of Procurement facilitates a program through which contracts are made available to other agencies. The City markets these contracts on behalf of participating vendors. If interested in participating in this program, please see section 3.1.1 of Part A, and respond to the following questions. If you are not interested in this program, indicate that with a statement here and delete the remainder of 5.3.

Yes, Promium would like to participate.

- How is pricing extended to the City of Tucson's Cooperative Purchasing agencies – i.e., what pricing is firm? What pricing is dependent upon the participating agency's needs? Also, describe how pricing is offered for the five-year term of this contract (i.e. if an agency uses this contract in its 3rd term, what kind of pricing can they expect, etc.)?

Promium will provide a discount of 8% off the price of the Element DataSystem Software current price list to participating Cooperative agencies. Promium provides a volume discount as the number of total concurrent licenses increases.

- Provide information on available rebates. Discuss if the City of Tucson as the lead agency on this cooperative contract will receive an administrative fee based upon other agencies' usage of this contract. Offerors should state proposed percentage, state what the fee is based on (i.e., licensing fees, services, etc.), state how usage is tracked and reported to the City, and state how/when the administrative fee is be paid to the City. Please offer any other additional information that will aid the City in our evaluation. See Part A, paragraph 3.1.1 Cooperative Purchasing for additional information.

Promium will provide a 2% fee to the City of Tucson on the amount of the software licensing fees for all purchases based on the cooperative agreement. This fee combined with the 8% discount to participating agencies totals 10% discount based on active list pricing. Usage will be tracked within our accounting office and fees will be paid on a quarterly basis.

4. Please provide your payment terms.

**Revision of Section 5.3**

*Promium will consider milestone payments on services but not for the software.*

Item #	Description	Price to be inserted after final contract negotiations are complete	Payment Schedule
1	Element DataSystem software license for 25 concurrent users and Crystal Reports		Once our software is shipped we require full payment of the software within 30 days of receipt of the software. Promium does not provide milestone payments for the Element DataSystem® software once it has been received.
2	Initial teleconference; Initial Project Team Meeting		10% after Element has been received by TWQL
3	On-site and Off-site Implementation costs		20% after Element has been loaded and onto server and all desktop clients and successful configuration of Element.
4	Train the Trainer LIMS Admin training End User Training and other Training sessions as needed for additional Users		10% after completion of required training.
5	Custom Reports & EDD Development		20% after custom development on required reports has been completed.
6	Data Migration And database integration of Wad feed.		30% after completion of legacy data migration and database integration of Wad.
7	Final Acceptance and "Go Live" of Element DataSystem		10% after completion of all final acceptance testing.
8	Initial 5 Year(s)of Annual Maintenance for Element DataSystem (25 concurrent users)		If paid in advance then 10% discount will apply to the total cost of 5 years of Annual Maintenance due Net 30 days. If paid on a yearly basis then the discount will not apply and each year TWQL will renew the contract which will be due Net 30.

5. Method of payment. TWQL can pay with check and or Credit Card. TWQL can electronically pay as well.

Yes 1. Do you have the ability to accept payment via Visa/MC credit cards is accepted, either for the product or for support?

No 2. Provide additional discounts for payment by credit card (i.e., does the use of the card entitle agencies to a deeper percentage discount off of a manufacturer's price list)?

6. If additional discounts do apply (above), please provide the amount of discount.

## 5.4 Warranty & Maintenance

1. Describe your provision to defer the start of warranty until after final acceptance of the system by the City. Promium and the City of Tucson will sign off on a Test Plan for Final System Acceptance. Once this has been completed the warranty period for Element DataSystem will begin for 90 days.

What level of customer technical support services and response times are provided as part of the product's basic license fees, and what additional cost services or extended warranties are available?

Promium's annual maintenance contract is all inclusive thus there are no additional cost services or extended warranties offered. Telephone support is available 24/7, 365 days a year. Online documentation and other support materials are available at [www.promium.com/support](http://www.promium.com/support). Promium website is available twenty-four hours per day, seven days per week unless undergoing maintenance or repair.

TWQL can designate numerous members for support from Promium. We just recommend that the lab shares their new information internally with other TWQL staff so that all can benefit from the same resource.

Support requests should be directed to:

Promium Customer Support (Help Desk)  
425.286.9200 phone or toll free at 877-Promium (776-6486)  
425.286.9201 fax or toll free at (800) 878-7158  
[support@promium.com](mailto:support@promium.com)

2. Describe your problem management and escalation procedures. Include information about logging and tracking calls, mean response time, and acknowledgment and confirmation to the customer.

Promium employs a multi-layered approach to support which includes:

- First line is phone-based support, provided by a live phone-based support desk staffed by individuals who have direct laboratory experience and extensive knowledge of Element. Immediately the call is logged into an online ticketing system and all tickets are tracked from initiation through resolution. Within an hour the customer is provided a tracking number and confirmation that their support ticket has been received.
- Customers are provided with responses to all tickets within an hour and when appropriate, apprised of ongoing progress. The ticket log is reviewed regularly by members of the support and development teams. Problem is usually resolved within 4 hours of receiving the call. The resolution may involve transferring control of the user's desktop (ie: GoToMeeting) to the support team member via a web conferencing service.



- Users may also elect to directly enter a trouble ticket via the on-line ticketing system. The response for these events also follows the same response protocol as above.
  - Senior level support for escalations: Problems that cannot be rapidly addressed by the first line support team are escalated to individuals with a deeper knowledge of specific technical functionality or lab operations. This includes the department managers responsible for support, implementation, and/or development. These are escalated within 24 hours.
  - Management team for unresolved issues: Issues that cannot be resolved by the first and second line support team are escalated further to the management team for resolution. This includes senior executives in the company. We rarely reach this level but if it is needed it is with 4 days of the first support call.
  - On-line resources: On-line self-help resources are also available for troubleshooting and addressing known issues.
3. Are all enhancements and upgrades of licensed software delivered as part of the client's annual maintenance contract? Yes

If not, explain what costs, including consulting costs, might be required. NA

List the typical frequency of major upgrades, minor releases and bug fixes, and state whether upgrades are cumulative.

4. Describe any discount schedules or special entitlements for the maintenance agreement.

If the City opts to purchase 5 years of maintenance at the time of project initiation, we will provide a locked in discount of 10% off the total of the amount of maintenance purchased.

5. Attach terms and conditions for the warranty and extended warranty in an appendix.

Please refer to attachment.

### 5.4.1 Extended Service Agreement

1. Provide costs for optional extension of service support beyond the required five years.

	Year 6	Year 7	Year 8	Year 9	Year 10
Annual Maintenance on Element DataSystem® per user	\$703	\$725	\$746	\$769	\$792

## Element DataSystem® Maintenance Agreement

### 1. For License Purchase or Lease

**1.1.1.1** This Maintenance Agreement (the "Agreement") is a legal agreement between the customer listed on the Promium Order document ("you" or "Customer") and Promium, LLC ("Promium") for maintenance and support services for the Element DataSystem software (the "Software"). Maintenance and support are provided by Promium for the term of this Agreement. For license purchase customers, an initial one-year term is included as part of the Software license purchase. Thereafter, this Agreement shall automatically renew for subsequent one-year periods until terminated as described below. For lease customers, a Maintenance Agreement is in effect for the duration of the lease term.

**1.1.1.2** Services not explicitly described in this document are not covered by the Maintenance Agreement or provided by Promium unless otherwise specified. Such items include conflicts that may cause Software failure due to firmware or device drivers or micro code problems introduced by the manufacturer or other parties; issues arising from software programs from other vendors; computer equipment, network equipment, database software, or any other product that may malfunction unless the malfunction is directly caused by the Software.

#### 1.1.1.3 1. Technical Support Services:

**a. Scope:** Technical support services under this Agreement are limited to the two most recent major versions of the covered Software products and are available to customers who have a valid Maintenance Agreement.

**b. Services:** Unless otherwise communicated, telephone support is available Monday through Friday, 5:00am to 5:00pm Pacific Time, not including holidays recognized by Promium. At other times, a telephone or email message may be left and Promium personnel will respond within one business day. Emergency technical assistance provided outside of normal business hours may incur additional charges. Online documentation and other support materials are available at [www.promium.com/support](http://www.promium.com/support). Promium website is available twenty-four hours per day, seven days per week unless undergoing maintenance or repair.

Each Element DataSystem customer requiring support must designate at least one primary contact person to manage technical support requests.

Support requests should be directed to:

Promium Customer Support (Help Desk)

425.286.9200 phone or toll free at 877-Promium (776-6486)

425.286.9201 fax or toll free at (800) 878-7158

[support@promium.com](mailto:support@promium.com)

#### **1.1.1.4 2. Software Updates:**

Software updates, including Software revisions, are provided at no additional charge to customers who have a valid Maintenance Agreement. Updated system components such as executables, libraries, controls, report formats and supporting files for the covered Software products and its companion applications are available from the Promium downloads section of the web site at [www.promium.com/support](http://www.promium.com/support). No additional tangible goods will be provided with the renewal of the maintenance subscription.

#### **1.1.1.5 3. Custom Programming Services**

Features, functions, reports, and other input or output not considered part of core Software or services by Promium is considered custom work. Deliverables including but not limited to, custom programming, custom reports, proprietary electronic deliverable programs, other special program functions on behalf of the user, and other custom services, outside the original purchase agreement, may incur additional charges as quoted by Promium. Up to eight hours of development resources will be provided to Contract Laboratory Program (CLP) labs for specialized support as part of standard maintenance coverage but additional charges will be incurred for work in excess of the eight hours.

#### **1.1.1.6 4. Services Not Included**

Promium reserves the right to charge for support or programming services that are unrelated to the direct operation of its Software products. This includes conflicts that may cause Software failure due to firmware or device drivers or micro code problems introduced by the manufacturer or other parties. This also includes other Software programs that may interfere with its Software products.

#### **1.1.1.7 5. Term & Renewal**

This Agreement is effective for one year for license purchase customers. The effective (service start) date is as set forth below. Upon the expiration of the initial one year term (and unless otherwise terminated), this Agreement shall automatically renew for successive one-year periods unless either party gives written notice of its intent to terminate the Agreement before the then-current term expires. For lease customers, this Agreement is effective for the period of the lease, and it shall continue automatically provided that lease payments are timely received by Promium.

#### **1.1.1.8 6. Payment**

For license purchase customers, annual maintenance payments shall be paid in advance. Costs for each renewal term are generally invoiced to you 45 days prior to the expiration of the renewal term and are due net 30 days from invoice date. Prices are subject to change. Payment not received on or before the Payment Deadline shall be subject to a one-and-one-half percent (1½%) monthly late fee. In the event that Customer fails to make timely payment under this Agreement, Promium reserves the right to terminate this Agreement and/or suspend the provision of services under it by providing Customer written notice of its election to do so. Maintenance for lease customers shall be paid in advance as provided in the Promium Software Lease Agreement.

#### **1.1.1.9 7. Billing**

Any services not covered under this Agreement will be billed at a rate set by Promium in its course of business. Payment for services billed shall be made within thirty (30) days of the date of invoicing or shall be subject to a one-and-one-half percent (1½%) monthly late fee.

#### **1.1.1.10 8. Warranty Disclaimer and Limitation of Liability**

a. THE PROMIUM MAINTENANCE SERVICES ARE PROVIDED "AS IS" AND PROMIUM HEREBY SPECIFICALLY DISCLAIMS ALL WARRANTIES, CONDITIONS, AND/OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, THAT MAY ARISE EITHER BY THE PARTIES' AGREEMENTS OR BY OPERATION OF LAW, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. PROMIUM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES

INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES THAT (A) THE SOFTWARE WILL MEET YOUR REQUIREMENTS, (B) THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR (C) ANY DEFECTS IN THE SOFTWARE WILL BE CORRECTED. This disclaimer shall not apply to the extent that it is prohibited by applicable law.

b. We will not be liable for any loss or damage caused by delay in furnishing the Software or any other performance under this Agreement.

c. Our entire liability and your exclusive remedies for our liability of any kind (including liability for negligence except liability for personal injury caused solely by our negligence) for the Software covered by this Agreement and all other performance or nonperformance by us under or related to this Agreement are limited to the remedies specified by this Agreement. REGARDLESS OF WHETHER ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, THE LIABILITY OF PROMIUM SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF THE LICENSE FEES PAID TO PROMIUM FOR THE SOFTWARE. IN NO EVENT SHALL PROMIUM BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, INCLUDING PUNITIVE DAMAGES AND LOST PROFITS, RELATED TO THE SOFTWARE OR ANY ASSOCIATED SERVICES THAT PROMIUM MAY PROVIDE, EVEN IF PROMIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

d. Some states or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for consequential or incidental damages, so the above exclusion may not apply to you. In such situations, Promium's liability shall be limited to the extent permitted by law. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

**1.1.1.11 9. General**

If Customer breaches any of the terms of this Agreement, Promium, in addition to any other legal remedy it may have, may cancel this Agreement effective upon written notice to Customer. This Agreement or other proof thereof must be presented by Customer as valid Maintenance coverage upon request. In any suit, proceeding or action to enforce this Agreement, the substantially prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs and expenses in connection with such suit, proceeding or action, including appeal. This Agreement shall be governed by and construed under the laws of the State of Washington without regard to its conflict of laws principles. The jurisdiction and venue for any suit or action between the parties shall be the state and federal courts of King County, Washington.

Failure to enforce any rights granted herein shall not be deemed a waiver as to subsequent enforcement of such rights. If any part of this Agreement is found void and unenforceable, it shall be deemed severed from this Agreement and shall not affect the validity and enforceability of the balance of the Agreement. This Agreement is not assignable and the licenses granted hereunder may not be sublicensed, assigned or transferred in any manner without the prior written consent of Promium. Any such attempted sublicense, assignment or transfer shall be void.

This Agreement, together with its accompanying Quotation, Order, Maintenance Agreement and Payment Terms and Conditions, constitute the entire understanding and agreement of the parties with respect to its subject matter, and any and all prior agreements, understandings or representations with respect to its subject matter are merged herein. The terms and conditions of this Agreement prevail over the terms and conditions of any other order (such as a purchase order) submitted by Customer for maintenance services. This Agreement may be amended only by written instrument signed by both parties subsequent to the date hereof. Any terms of this Agreement which by their nature extend beyond the Agreement termination or expiration shall remain in effect until fulfilled. These include Sections 7, 8 and 9.

**Maintenance Contract Coverage Period:**

Start Date: \_\_\_\_\_

### **3. Request for Best and Final Offer and Clarification**



CITY OF  
TUCSON

DEPARTMENT OF  
PROCUREMENT

January 13, 2012

Lee Otis  
Promium, LLC  
3350 Monte Villa Parkway, Suite 220  
Bothell, WA 98021  
Email: [LOtis@promium.com](mailto:LOtis@promium.com)

*Sent via email, this day*

**Subject: Request For Proposal No. 120349 – Laboratory Information Management System (LIMS)  
REQUEST FOR CLARIFICATION  
REQUEST FOR BEST AND FINAL OFFER**

Dear Lee,

I wish to thank you, and your team, for the presentation on December 5, 2011. In order to proceed with the evaluation of Promium's proposal, I ask that you provide clarification on the following items:

1. In terms of mapping and migration, please clarify the City's responsibilities vs. Promium's responsibilities.
2. In regards to the training classes that Promium proposed in Section 4 of Part B of the RFP, please indicate whether Promium is proposing to hold the classes at the City of Tucson's Water Quality Laboratory or at Promium's facility. In Promium's response to Paragraph 1 under Section 4.1, it says that "all classes will be conducted onsite at the TWQ lab," but in Promium's response to Paragraph 6 under Section 4.1 it indicated that some classes will be offsite. Please clarify.
3. In terms of remote support, does Promium's support staff use a tool such as GoToMeeting for remote support?
4. In terms of support, Promium indicated under Paragraph 2 of Section 4.2.1 of Part B of the RFP that each customer requiring support must designate at least one primary contact person to manage technical support requests. Will there be any problem if the City wants to designate 4 or more people (2 or more people from the lab and 2 or more people from the Information Technology Department)?
5. During the demonstration, Promium talked about escalation procedures for problem resolution, including time frames for escalating unresolved problems to the next level. However, Promium's response to Paragraph 4 of Section 4.2.1 did not address timeframes. Please elaborate.



6. Please provide a description of the document management functionality that was presented during the demonstration. Include all 3rd party tools that are required, guidelines for sizing the filesystem appropriately, and information about how versioning is handled.
7. The Gant Chart on Page 53 of Promium's submittal indicates less than 30 days for testing and acceptance. However, on Page 65 of Promium's submittal, Promium indicated their understanding of the fact that the system has to run for 60 days without a severe error in order to pass the 60-day acceptance testing period. Please adjust the Gant Chart accordingly to reflect a 60-day acceptance testing period.

In addition to clarification of the items above, I also wish to request Promium's Best and Final Offer. In order to submit your Best and Final Offer, I ask that you fill out a new Cost section, which is Section 5 of Part B of the RFP. Please consider extending any cost reductions to the City that would be possible. Additionally, I ask that you consider the following items when preparing your Best and Final Offer:

1. In regards to the administrative fee for the Cooperative Purchasing Program (Paragraph 3 under Section 5.2), Promium indicated that a 1% administrative fee "off the price of the discounted software to the City of Tucson." Please clarify. This seems to indicate that if another agency utilizes this cooperative contract, then Promium will apply a 1% discount to the amount that the City already paid for the software. Typically, and ideally, the administrative fee should be a percentage of the price that the participating agency paid for the software, as well as any annual maintenance.

The City typically receives a flat 2% administrative fee on purchases made by Cooperative Purchasing agencies under our cooperative contracts. In consideration of the benefit received by participating in this program, I believe a 2% administrative fee, applied to all system purchases and maintenance purchases, would be reasonable. Please consider this.

2. Promium's response to Paragraph 1 under Section 5.3 indicates that Promium was not clear on whether the City was asking about payment milestones for cooperative agencies or for the City's LIMS at the TWQL. This question pertains to the payment milestones for the City's LIMS at the TWQL. I would like to ask Promium to consider the following schedule of progress payments when submitting their Best and Final Offer:
  - 10% after the software package has been shipped and received by Tucson Water Quality Laboratory.

- 25% after the software has been loaded onto the server and all desktop clients, and after successful configuration of the LIMS software.
- 10% after installation and testing of customized DWAR reports listed in Section 3.2.11 of the RFP.
- 20% after successful completion of legacy data migration.
- 15% after successful completion of WQDb feed.
- 10% after completion of required training.
- 10% after completion of all final acceptance testing and the system goes live.

Please submit Promium's written response to this Request for Clarification and Request for Best and Final Offer by the close of the business day on January 20, 2012.

Please do not hesitate to contact me with questions at (520) 837-4136, or at [Nathan.Daou@tucsonaz.gov](mailto:Nathan.Daou@tucsonaz.gov).

Sincerely,



Nathan Daou, CPPB, C.P.M., A.P.P.  
Principal Contract Officer

Attachment

cc: David Riese, Promium, [DRiese@promium.com](mailto:DRiese@promium.com)  
File No. 120349



# BEST AND FINAL PRICE OFFER

## 5. Cost

Costs are evaluated on a fully loaded five-year cost of ownership. All costs must be itemized according to the proscribed table formats for details behind the summary line information. If the tables provided do not include a provision for a cost category, add it within the table.

Describe the costs to Tucson Water Quality Laboratory for the following scenarios. Provide costs for application acquisition, maintenance, and estimates of server hardware/software and telecommunications costs, both acquisition and on-going maintenance. In all approaches, include any other costs, such as data acquisition costs from previous database. Describe your assumptions for each scenario.

### 5.1 Cost Summary

Description	Total Cost \$
1. Base System Modules (exc. Maintenance)	
2. Optional Modules in Suite (exc. Maintenance)	
3. Optional Software from Partners	
4. Implementation Planning, Consulting, and Data Migration	
5. Training	
6. Expenses	
7. Software Maintenance & Support (for 5 years)	
8. Additional Software Tools or Utilities	
9. Hardware	
10. Additional Services (specify)	
<b>DO NOT APPLY SALES TAXES</b>	
<LESS DISCOUNT>	
<b>TOTAL</b>	

### 5.1.1 Detailed Cost Schedules Supporting Cost Summary

Provide an itemized breakdown of all software being proposed from the core system, optional modules, and third party. NOTE: *If annual maintenance varies by year, provide detail in section 6.2.7 below.*

#### 5.1.1.1 Core System Modules

- List the required modules for the base system and additional modules that are necessary to meet the City's core requirements as outlined in the Application Software section of the RFP.

Description	Software License Fee	Cost of Required Training	Annual Maintenance* (give details in #7, below)
<b>Core System Modules</b>			
<b>Total</b>			

#### 5.1.1.2 Optional Modules in Suite

- List the modules contained in the product suite that are beyond the City's core system requirements, and are optional purchases.

Description	Software License Fee	Cost of Required Training	Annual Maintenance* (give details in #7, below)
<b>Optional Modules in Suite</b>			
<b>Total</b>			

**5.1.1.3 Software from Partner or Third Party**

- List software being proposed that is provided by a third party.

Description	Software License Fee	Cost of Required Training	Annual Maintenance* (give details in #7, below)
<b>Software from Partner or Third Party (list)</b>			
<b>Total</b>			

**5.1.1.4 Implementation Planning and Consulting**

- List recommended consulting services for implementation. This should include all services that will be needed to install the modules, test, and review after go-live. Expand the description for each service if needed for clarification. Following the table, give the reasons for the recommendations.

Description and Amount of Recommended Consulting Services	Amount in Person-Time (e.g. Person-hours)	Total Costs
Planning		
Migration & Implementation (Break down this category)		
Other Consulting Services		
<b>Total</b>		

**5.1.1.5 Training**

- List training categories. Indicate if bundled or unbundled and state the cost in dollars. Be sure to break out technical training for IT support staff separately from user training costs.

Training Categories – List by Audience (Technical or User)	Days	Cost
City Specific Training development - User		
City Specific Training development – Technical		
City Specific Training development – Administrative		
<b>Total</b>		

**5.1.1.6 Expenses**

1. List all relevant additional expenses such as travel supplies.

Expenses		Cost
<b>Total</b>		

**5.1.1.7 Software Maintenance and Support**

Provide detailed costs for each module or package included numbers 1, 2, and 3, above. Indicate any standard escalation rates.

List each Installed or Supported application	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
<b>Total</b>						

**5.1.1.8 Additional Software Tools or Utilities**

List all software that is being proposed to assist in product development, implementation, reporting, or maintenance.

Description	Software License Fee	Cost of Required Training	Annual Maintenance*
<b>Total</b>			

**5.1.1.9 Hardware Supplied (if applicable)**

Description	Hardware cost	Configuration cost	3 years Maintenance
<b>Total</b>			

**5.1.1.10 Additional Software Tools or Utilities**

1. List all software that is being proposed to assist in product development, implementation, reporting, or maintenance.

Description	Software License Fee	Cost of Required Training	Annual Maintenance*
<b>Total</b>			

### 5.1.1.11 Additional services

1. Please describe additional services offered (data migration, interface development, API for other programs, etc.) and provide pricing for each. Indicate whether each service will be one time or will be base-lined into the core application.

Service Description	One time vs. base-lined	Service cost
<b>Total</b>		

### 5.2 Cooperative Purchasing

1. The City of Tucson Department of Procurement facilitates a program through which contracts are made available to other agencies. The City markets these contracts on behalf of participating vendors. If interested in participating in this program, please see section 3.1.1 of Part A, and respond to the following questions. If you are not interested in this program, indicate that with a statement here and delete the remainder of 5.3.
2. How is pricing extended to the City of Tucson's Cooperative Purchasing agencies – i.e., what pricing is firm? What pricing is dependent upon the participating agency's needs? Also, describe how pricing is offered for the five-year term of this contract (i.e. if an agency uses this contract in its 3rd term, what kind of pricing can they expect, etc.)?
3. Provide information on available rebates. Discuss if the City of Tucson as the lead agency on this cooperative contract will receive an administrative fee based upon other agencies' usage of this contract. Offerors should state proposed percentage, state what the fee is based on (i.e., licensing fees, services, etc.), state how usage is tracked and reported to the City, and state how/when the administrative fee is be paid to the City. Please offer any other additional information that will aid the City in our evaluation. See Part A, paragraph 3.1.1 Cooperative Purchasing for additional information.

### 5.3 Payment

1. Each milestone shall be separately accepted by the City. The City may request that progress payments be tied to milestones achieved, so indicate which milestone would have payments tied to them.
2. Please provide your payment terms.
3. Method of payment

\_\_\_\_\_ 1. Do you have the ability to accept payment via Visa/MC credit cards is accepted, either for the product or for support?

\_\_\_\_\_ 2. Provide additional discounts for payment by credit card (i.e., does the use of the card entitle agencies to a deeper percentage discount off of a manufacturer's price list?)?

4. If additional discounts do apply (above), please provide the amount of discount.

### 5.4 Warranty & Maintenance

1. Describe your provision to defer the start of warranty until after final acceptance of the system by the City.
2. What level of customer technical support services and response times are provided as part of the product's basic license fees, and what additional cost services or extended warranties are available?
3. Are all enhancements and upgrades of licensed software delivered as part of the client's annual maintenance contract? If not, explain what costs, including consulting costs, might be required. List the typical frequency of major upgrades, minor releases and bug fixes, and state whether upgrades are cumulative.
4. Describe any discount schedules or special entitlements for the maintenance agreement.
5. Attach terms and conditions for the warranty and extended warranty in an appendix

#### 5.4.1 Extended Service Agreement

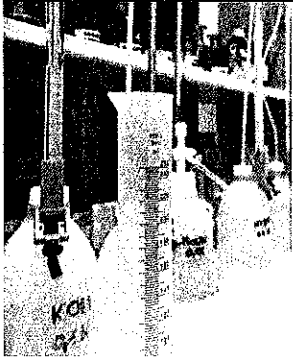
1. Provide costs for optional extension of service support beyond the required five years.

	Year 6	Year 7	Year 8	Year 9	Year 10	Total

**4. Information provided during Promium's Interview/Demonstration**



CREATING AN OPERATIONAL ADVANTAGE FOR  
CITY OF TUCSON TWQL



PRÖMIUM  
Element DataSystem

Element DataSystem (EDS)  
Laboratory Information System (LIS)  
Quality Management System (QMS)  
Data Management System (DMS)

---

---

---

---

---

---

---

---

TWQL BUSINESS GOALS

- Replace current Seedpak LIMS
  - Modernize hardware, Oracle database
  - Web access

Unite six functional laboratory units

Inorganics	QA/QC
Organics	CS/Sample Receiving
Microbiology	Field Sampling

Facilitate certification compliance

---

---

---

---

---

---

---

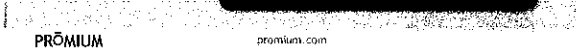
---



AGENDA FOR TODAY

- Background on Promium
- Introduce you to Element DataSystem LIMS
- Answer your questions
- Provide information that can help guide you through the selection process

Is there anything else **YOU** would like us to cover?



---

---

---

---

---

---

---

---

**STRONG CONNECTION WITH THE LABORATORY  
TRANSLATES INTO BETTER PRODUCTS**

Thirteen years serving the laboratory community

Roots in the laboratory.

Over 3,000 users at 230 commercial and public sector labs

Only LIMS company solely focused on environmental and water/wastewater labs

PRÖMIUM

---

---

---

---

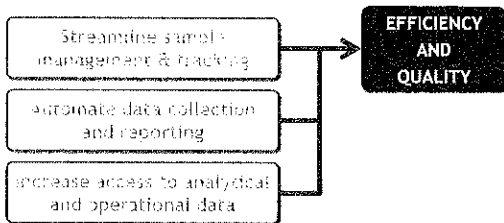
---

---

---

---

**GIVING YOU AN OPERATIONAL ADVANTAGE  
BY INCREASING EFFICIENCY AND QUALITY.**



PRÖMIUM

---

---

---

---

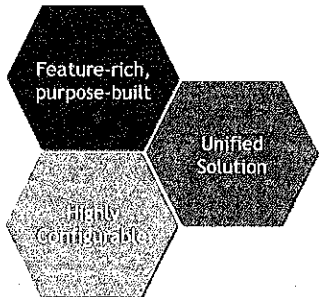
---

---

---

---

**UNIQUE ADVANTAGES OF ELEMENT DATASYSTEM LIMS**



PRÖMIUM

---

---

---

---

---

---

---

---

**ELEMENT FEATURES ARE "PURPOSE-BUILT" FOR ENVIRONMENTAL AND WATER/WASTEWATER LABS**

- Batch-oriented to support EPA protocols
- Modeled around NELAP and other industry standards
- Embedded calculations and custom equation builder
- Pre-loaded test parameters

PRŌMIUM

---

---

---

---

---

---

---

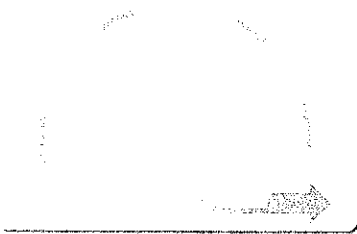
---

---

---

**ELEMENT IS A UNIFIED LIMS WITH ALL CORE COMPONENTS IN ONE CONFIGURABLE SOLUTION**

No additional modules needed



PRŌMIUM

---

---

---

---

---

---

---

---

---

---

**ELEMENT IS HIGHLY CONFIGURABLE IN ORDER TO ADDRESS YOUR UNIQUE BUSINESS NEEDS**

- Provides flexible and cost-effective infrastructure
- Avoids a "one-of-a-kind" dead-end solution

Using Element  
 LIMS System  
 The price is right –  
 Element's unique  
 pricing and flexible  
 configuration allows  
 you to get the most  
 value from your investment

PRŌMIUM

---

---

---

---

---

---

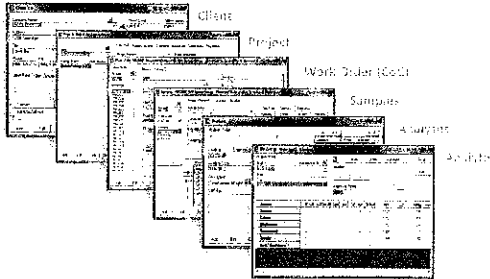
---

---

---

---

**A CASCADING INFORMATION MODEL PROVIDES DATA MANAGEMENT DISCIPLINE AND INTEGRITY**



PRŌMIUM

---

---

---

---

---

---

---

---

**THE LIFE OF A SAMPLE**

**Product DEMO**

PRŌMIUM

---

---

---

---

---

---

---

---

**OUR LIMS SOLUTION IS MORE THAN SOFTWARE**

- IMPLEMENTATION**
- Dedicated Project Manager
  - Basic & advanced training
  - Application configuration
  - Transition business policies and databases

- SUPPORT**
- Staffed by lab veterans
  - Regular software updates
  - Phone support
  - Online documentation
  - Knowledge Base and online groups

PRŌMIUM

---

---

---

---

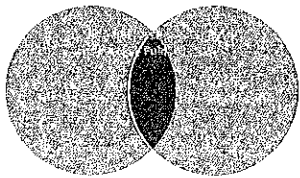
---

---

---

---

### IMPLEMENTATION INTEGRATED APPROACH



PRÖMIUM

---

---

---

---

---

---

---

---

### TECHNICAL IMPLEMENTATION

#### Initial Steps

- Project Kick-off meeting (with subcontractors or service providers)
- Establish communication channels
- Identify key stakeholders
- Establish project management structure
- Develop project plan and schedule
- Identify risks and mitigation strategies
- Establish reporting mechanisms

PRÖMIUM

---

---

---

---

---

---

---

---

### Technical Implementation

#### Initial Steps

- Develop Project Plan
- Identify key stakeholders
- Establish communication channels
- Identify risks and mitigation strategies
- Establish reporting mechanisms

PRÖMIUM

---

---

---

---

---

---

---

---

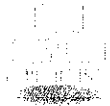
TECHNICAL IMPLEMENTATION  
PHASE I



Determine Current Work Flow

- Project Management
- Sample Control
- Laboratory Operations
- Reporting
- Invoicing

PRÖMIUM




---

---

---

---

---

---

---

---

---

---

TECHNICAL IMPLEMENTATION  
PHASE I

Identify Requirements

- Client needs
- Initial site visit to assess site & budget
- Review of available data and analytical methods
- Data to be analyzed
- Laboratory location, level of automation, etc.
- Client requirements, etc.
- Compliance with EPA



PRÖMIUM




---

---

---

---

---

---

---

---

---

---

TECHNICAL IMPLEMENTATION  
PHASE I

Assign Responsibility for

- Design & construction
- EDC and operations
- Quality control and QA
- QA management
- Database management
- Documenting methods and procedures, etc.
- SOP
- Personnel training and certification

PRÖMIUM




---

---

---

---

---

---

---

---

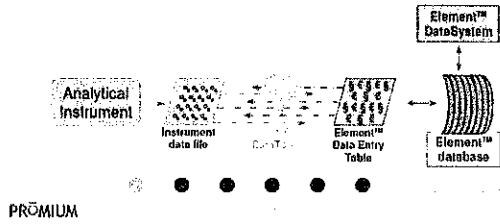
---

---

**TECHNICAL IMPLEMENTATION**  
PAGE 1

### Data Tool Instrument Interface

- Verify instrument outputs for Data Tool integration
- Collect info for new instruments as needed




---

---

---

---

---

---

---

---

**TECHNICAL IMPLEMENTATION**  
PAGE 2

### Installation of Element

PRÖMIUM

---

---

---

---

---

---

---

---

**TECHNICAL IMPLEMENTATION**  
PAGE 2

### Administrator Framing

- Installation
- Configuration
- User Management
- Backup/Restore
- System Maintenance
- Troubleshooting




---

---

---

---

---

---

---

---

TECHNICAL IMPLEMENTATION  
PHASE 2

Initial Database Population

- Laboratory Information
- Departments and Users
- Staff Tables
- Analyte Setup
- Custom Setup

PRMIUM




---

---

---

---

---

---

---

---

---

---

---

---

TECHNICAL IMPLEMENTATION  
PHASE 2

Development

- EOD to LIMS
- Patient Data Migration
- Clinical Laboratory
- Custom Programming
- Database Workflows

PRMIUM




---

---

---

---

---

---

---

---

---

---

---

---

TECHNICAL IMPLEMENTATION  
PHASE 3

Identify Training and Application Data

- EOD to LIMS
- Clinical Laboratory
- Patient Data Migration
- Custom Programming
- Database Workflows
- EOD to LIMS
- Patient Data Migration
- Custom Programming
- Database Workflows

PRMIUM




---

---

---

---

---

---

---

---

---

---

---

---



**TECHNICAL IMPLEMENTATION**  
PHASE 3

**Power User Training (Classes and Hands-on)**

- Project management
- Sample control
- Laboratory Operations
- Reporting
- Invoicing
- Quality Assurance




---

---

---

---

---

---

---

---

**TECHNICAL IMPLEMENTATION**  
PHASE 3

**Final Testing**

- Element Run - through using a single data set and then all data
- Sample Run - Element Run using all data sets
- Test - Answer questions of test results
- Run - EDC's and other systems
- Run - Full system program testing (outlook)
- Verify - Data input operations
- Verify - Addition and subtraction and other calculations of data
- Verify - Test results with flow




---

---

---

---

---

---

---

---

**TECHNICAL IMPLEMENTATION**  
PHASE 3

**Final Testing action items**

- Design new report - for the Business - PRM 3 - all together - with work flow
- User manual - for the Business - needs to be user friendly and not like a manual - needs to be simple - EDC's to understand - PRM 3 - user manual - needs to be simple - needs to be user friendly
- Add to user manual - for the Business
- Add to user manual - for the Business
- Add to user manual - for the Business




---

---

---

---

---

---

---

---

**TECHNICAL IMPLEMENTATION**  
PAGE 3

End User Training (Classes and Hands-on)

- Project management
- Sample control
- Laboratory Operations
- Reporting
- Integrating
- Quality Assurance



PRMIUM

---

---

---

---

---

---

---

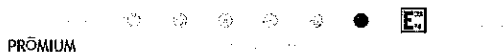
---

**TECHNICAL IMPLEMENTATION**  
PAGE 4

Get Time

- Work with the equipment
- Analyze specimens
- Perform maintenance on equipment

Integration



PRMIUM

---

---

---

---

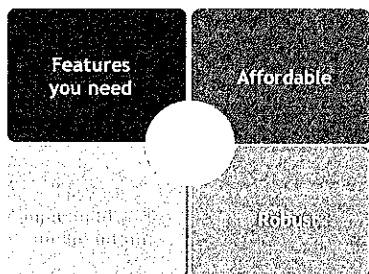
---

---

---

---

**THE LIMS VALUE MATRIX PROVIDES A FRAMEWORK FOR EVALUATING LIMS ALTERNATIVES**



PRMIUM

---

---

---

---

---

---

---

---

**DID WE ADDRESS YOUR OBJECTIVES  
FOR THE MEETING?**

**Are there any QUESTIONS?**

PRŌMIUM

**THANK YOU**

**PRŌMIUM**  
We speak the language of your lab

[www.promium.com](http://www.promium.com)

PRŌMIUM

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

**5. Promium's Response to RFP #120349**

# PRŌMIUM

We speak the language of your lab

## Proposal for City of Tucson Water Quality Laboratory



## For Laboratory Information Management System

Submitted by  
**PRŌMIUM**

We speak the language of your lab

**Due: 27 September 2011**

3350 Monte Villa Parkway, Suite 220  
Bothell, WA 98021  
425.286.9200 Fax: 425.286.9201  
Toll Free 877.PROMIUM Fax: 800.878.7158  
[www.promium.com](http://www.promium.com)

# PROMIUM

We speak the language of your lab

## Table of Contents

<b>1. INTRODUCTION</b> .....	<b>4</b>
<b>2. QUALIFICATIONS AND EXPERIENCE</b> .....	<b>7</b>
2.1 COMPANY DATA .....	7
2.2 PRODUCT DATA.....	8
2.3 REFERENCE INFORMATION.....	12
2.4 CUSTOMER FEEDBACK PROCESS .....	16
<b>3. APPLICATION REQUIREMENTS</b> .....	<b>18</b>
3.1 GENERAL REQUIREMENTS .....	18
3.1.1 <i>Conformability</i> .....	19
3.1.2 <i>Extensibility and Configuration</i> .....	20
3.1.3 <i>Integration and Modularity</i> .....	20
3.1.4 <i>Consistency and Commonality</i> .....	20
3.1.5 <i>Reporting</i> .....	21
3.1.6 <i>Documentation</i> .....	21
3.1.7 <i>Quality Assurance and Security</i> .....	22
3.1.8 <i>User Interface</i> .....	22
3.1.9 <i>Portal Capability</i> .....	23
3.2 FUNCTIONAL REQUIREMENTS.....	24
3.2.1 <i>Sample Management and Tracking</i> .....	24
3.2.2 <i>Sample Scheduling</i> .....	24
3.2.3 <i>Sample Receiving</i> .....	25
3.2.4 <i>Test/Analysis Administration</i> .....	26
3.2.5 <i>Work Sheet/Work Assignment</i> .....	26
3.2.6 <i>Status Monitoring</i> .....	27
3.2.7 <i>Data Validation and Approval</i> .....	28
3.2.8 <i>Chain of Custody Record</i> .....	29
3.2.9 <i>Quality Control</i> .....	29
3.2.10 <i>Laboratory Data Queries</i> .....	30
3.2.11 <i>LIMS Reports</i> .....	31
3.2.12 <i>Client Data Reporting</i> .....	31
3.2.13 <i>Instrument Interface Requirements</i> .....	32
3.2.14 <i>Existing Data Migration/Integration</i> .....	32
3.2.15 <i>Other Required Functionality</i> .....	35
3.2.16 <i>Regulatory Requirements</i> .....	35
3.3 TECHNICAL REQUIREMENTS.....	35
3.3.1 <i>Obsolescence Prevention Strategy</i> .....	35
3.3.2 <i>System and Application Architecture</i> .....	36
3.3.3 <i>Infrastructure</i> .....	37
3.3.4 <i>Database</i> .....	39
3.3.5 <i>Business Continuity</i> .....	40
3.3.6 <i>System Management</i> .....	41
3.3.7 <i>Interfaces</i> .....	44
<b>4. SUPPORT AND SERVICES</b> .....	<b>46</b>
4.1 TRAINING .....	46
4.2 IMPLEMENTATION.....	51

# PRŌMIUM

We speak the language of your lab

4.3 DELIVERABLES AND ACCEPTANCE .....	64
4.4 ACCEPTANCE TESTING .....	65
4.5 APPLICATION SUPPORT.....	67
4.6 KEY PERSONNEL .....	68
<b>Core Project Team Resumes</b> .....	71
4.7 DEFECTIVE PRODUCT .....	77
5.1 COST SUMMARY .....	78
5.1.1 Detailed Cost Schedules Supporting Cost Summary .....	80
5.2 COOPERATIVE PURCHASING .....	84
5.3 PAYMENT .....	85
5.4 WARRANTY & MAINTENANCE .....	87
5.4.1 Extended Service Agreement.....	87
<b>6. ADDITIONAL INFORMATION.....</b>	<b>88</b>
<b>7. APPENDICES .....</b>	<b>88</b>
7.1 Vendor Materials	
7.1.1 Vendor Qualifications	
7.1.2 Company Organization and Segmentation	
7.1.3 Financial Statements	
7.1.4 Business and Development Plans	
7.1.5 Financial Rating Reports	
7.2 List of Standard Reports and Examples of Key Reports	
7.3 List of Exceptions	
7.4 Copy of RFP and Amendments	
7.5 Product Literature	
<b>9. OFFER AND ACCEPTANCE</b>	

# PROMIUM

We speak the language of your lab

## 1. Introduction

Promium is pleased to submit this response to The City of Tucson's Request for Proposal (RFP) No. 120349 for a laboratory information management system (LIMS) for the Tucson Water Department's Water Quality Laboratory (TWQL).

In recognition of the City's goals to replace the existing Seedpak LIMS, Promium is proposing the implementation of our Element DataSystem<sup>®</sup>, a unified LIMS that is specifically designed for water and environmental laboratories. The proposal includes a 25 concurrent-user license of Element to be implemented on-site at the TWQL location. Also included are our recommendations for hardware needed to support the Element installation. We are recommending specific hardware under the assumption the City of Tucson will procure the hardware through their existing IT contracts. We expect the system to be available to go live in six months from the start date.

Promium has a long history of implementing Element LIMS in laboratories similar to the TWQL. Element is already implemented in more than fifty public laboratories—including over twenty city and municipal districts. Promium is proud to have several customers in the State of Arizona and we are very familiar with the pertinent regulations governing the State such as the required Arizona Contaminate codes used in all the reports. We already have these codes as part of our standard reporting format for many of our Arizona clients. Most recently, Promium was selected as the preferred LIMS provider for Pima County. They selected Element based on the features that will assist the county in obtaining future NELAC accreditation.

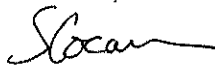
Element is a true commercial-off-the-shelf (COTS) system and offers configurability over customization. This design approach enables Element to meet most or all of the requirements spelled out by Tucson Water without extensive customization or integration of separate modules.

Element DataSystem LIMS meets the prescribed TWQL technical and business requirements and directly addresses the goals of Tucson Water including:

1. Replacing the existing Seedpak system with one comprehensive system
2. Implementing an open, standards-based solution that also provides the ability to utilize current technology platforms (including the Web, database compatibility, and relevant hardware)
3. Meeting the technical needs of the six functional groups Inorganic, Organic, Microbiology units, QA/QC officer, Client services/sample receiving group, and field sampling unit.

We look forward to working with the Tucson Water on this initiative to improve information management for the Water Quality Laboratory and to better serve the citizens of Tucson.

Regards,  
Promium, L.L.C.



Scot Cocanour, CEO



# PROMIUM

We speak the language of your lab

## Introduction:

The City of Tucson has stated a need to replace the 1999 Seedpak system with one system that meets the needs of the Inorganic, Organic, and Microbiology units of the Tucson Water Quality Laboratory (TWQL). Promium proposes the implementation of Element DataSystem® LIMS to address the needs of the TWQL as described in this RFP. Element DataSystem is a Windows based software application that manages the flow of samples through the laboratory, from login to final report submission.

The benefits to TWQL of using Element include:

- Increased efficiency: Streamlining of workflow and automation of data collection reduce the amount of effort required to login samples, input test results, track progress through the lab, and assemble and distribute reports and electronic deliverables.
- Increased quality: Eliminating manual and redundant data entry, managing QC standards, and maintaining accurate electronic audit trails, strengthens the TWQL quality framework.
- Increased access to information: A centralized database and data repository provide real-time access to analytical and operational data.
- Lower total cost of ownership: Because Element is a unified system, data flows seamlessly from one function to another. There are no additional modules to purchase or integrate. And because Element is designed to be highly configurable, any changes can be made by the LIMS Administrator or authorized users without the need to customize code.

Promium has served the analytical laboratory market for over thirteen years and Element DataSystem LIMS has been selected by over 240 laboratories—including fifty Federal, State and Municipal labs (with implementations at seven of the ten EPA Regional labs). We have several customers in the State of Arizona but of particular relevance for the City of Tucson is the Pima County Regional Wastewater Reclamation agency/ Compliance Regulatory Affairs Office (CRAO) which selected Element to enable CRAO to achieve NELAC certification for the new Central Laboratory Complex. Element has been deployed in many commercial labs in Arizona which electronically report to Arizona Department of Health Services, Arizona Department of Environmental Quality and U.S. EPA Region 9. Promium is already aware of the required reporting formats and understands that even though Arizona is not a NELAC accredited state they may want to follow similar regulatory requirements in case accreditation needs change.

To meet the City's needs, we are proposing a solution that includes 25 concurrent user licenses of Element DataSystem LIMS, selected hardware, user training, and software implementation. With a dedicated Project Management team assigned to this project, we expect to install, implement and train users within a four to six month time frame.

Element is designed and developed based on NELAC, ELAP and GALP regulations and standards such as ISO 17025 and other state and municipal regulatory frameworks. Element is designed to work with environmental compliance analytes, EPA and Standard Methods 20th Edition, as specified in 40 CFR Parts 136 and 141 of the Federal Register, and Physical/Chemical Methods, SW 846. CAS Registry Numbers and ADEQ contaminant codes. Utilizing a unified approach to product architecture Element includes all core functional components in one system. There are no additional modules to purchase, integrate or maintain. This approach not only creates a favorable total cost of ownership for the City, but makes it easier to implement and upgrade the system.

Element employs a centralized database and a data repository for information storage. The Element application is deployed to the desktop for lab technicians, project managers, QA, the management team, and other lab personnel. Element is also capable of transferring data to and from external systems as generally described in the technical requirements matrix.

# PROMIUM

We speak the language of your lab

Using a widely adopted standards-based Microsoft platform technology, Element is highly configurable. Using tables and check-boxes, many modifications to the system can be implemented without changes to the software codebase. Element is compliant with commonly used versions of Microsoft software and supports the Oracle and Microsoft SQL database. Element also incorporates Crystal Reports from SAP, the industry standard report writing engine, to provide pre-defined and customized reports.

Element includes instrument interpreters for all major analytical instruments that create a digital output. These interpreters enable the DataTool functionality within Element to automatically upload instrument results for review. In addition to supporting the instruments listed in the RFP, Promium generally provides interpreters for new instruments at no additional charge as a benefit of the annual maintenance plan. At the pre-bid meeting on September 14, 2011 it was mentioned that there might be additional instruments added to the lab. Since our installation includes all instruments to be brought online we expect to add these as well. Promium will also offer different strategies for migrating Seedpak data into Element or into an historical database repository.



# PROMIUM

We speak the language of your lab

## 2. Qualifications and Experience

Please provide the following information as the presenter of this proposal. Also, provide the same information for each business entity, other than the presenter, which serves as a primary developer/provider of the products, product implementation, and support services represented with this proposal.

### 2.1 Company Data

1. Name, corporate address, and number of years in business under current company organization.

Promium, LLC,  
3350 Monte Villa Parkway, Suite 220, Bothell, WA 98021.  
Established 1998

2. Documentation illustrating the company organization, segmentation and ownership (to be included in original copy, Appendix section).

Certificate of incorporation attached

3. Type and number of employees committed to the product and support being proposed.

All employees involved with Element DataSystem LIMS implementation, support, and development are chemists and/or IT professionals. Promium staff of 22 professionals come primarily from the laboratory environment.

Subcontractor Astrix employs an additional 190 professionals. Astrix is responsible for Data Migration and the WQDB Data Feed.

The resumes of all of key individuals involved in the project are provided in the proposal.

4. Audited financial statements for the three most recently reported years (to be included in original copy, Appendix section).

Information available as confidential only. See Appendix.

Promium is a privately held company and does not publish audited financial information. Estimated sales for 2011 will exceed \$3 million, and Promium has experienced successive years of growth and profitability. All other financial data is confidential.

5. Business and development plans for all product and support services proposed in connection with this submission (to be included in original copy, Appendix section).

6. Copies of the most recent financial rating report issued by an investment credit rating agency such as Moody's Investors Service, Standard and Poor's, etc. (if applicable - to be included in original copy, Appendix section).

Not applicable

7. Breakdown of revenue between new license fees, maintenance, and upgrade charges for last year for the product(s) being proposed.

# PROMIUM

We speak the language of your lab

Note: Promium does not impose "upgrade charges." All build and version releases are available under the maintenance agreement.

Please note this information is confidential.

New License Fees	Maintenance	Implementation	Other
1,287,172	1,245,672	422,760	93,965

## 2.2 Product Data

1. What is the name and current version of the product(s) being proposed?

Element DataSystem LIMS, version 6.8.0.2024

2. How long has each product component/product suite being proposed been on the market and in production status at an organization of our size and/or line of business?

Product Component/Suite	Time on Market	Release date of most current version
Element	Over 13 years	9/15/11

3. Briefly list a three year history of software releases for the product being proposed (include dates, versions, and major enhancements for each release).

Product/Version	Date	Major Enhancements
Element 6.09	09/30/2011	Added ability to automatically post WO/Sx data to the repository from the Samples screen, added NELAC MethodID and NELAC Analyte ID fields, added functionality to create Monthly Invoices based on Billing Code instead of PO Number, added Work Order based pdfs, in addition to COC pdfs, Added context (right-click) menu to the Days / Weeks / Months frames on the Build Schedule tab with Check All and Uncheck All entries,
Element 6.08	06/06/2011	Enhancements to Bulk Edit import/export functionality, enhancements to Field Data import/export functionality added 'Reportable' and 'Reviewable' status to indicate which Analysis statuses are valid for Reportable and Reviewable Work Orders when automatically assigning these statuses, Execute action query defs for additional print databases, added option to automatically posted data to the repository from the data entry screen, Added functionality to create an Access table in the output.mdb from a SQL query created on the SQL Query dialog, Added the ability to open and create a Field Data batch from the Work Order dialog, Added ability to run a Preprocess EDD before creating a crystal report when spooling, Added support for

# PROMIUM

We speak the language of your lab

		multi-page scanning, Added a Sync option for flag labels that keeps project-level flag labels sync'ed with analysis-matrix level flag labels
Element 6.07	01/21/2011	On the Route Sheet Spooling and Bottle Order Spooling dialogs reorganized the dialogs to provide more user friendly user interface. Added checkboxes to control whether specific reports and EDDs are run, On disposal dialog added direct entry text box for manual or scanned label input of container values, Added CRM Data button to Client screen. Button gives the user the option of Importing/Exporting the Client and Client Manager data between Element and CRM, Added support for scanning documents from TWAIN devices and saving them as database-stored images or file-based PDFs.
Element 6.06	09/20/2011	Added color information icons to Report, Sequence, Project dialogs, Added Help button and dialog explaining allowed variables and operators that can be used for building s UNC Equation, Added the ability to run a preprocess EDD that is executed after the output.mdb is created, but before any other reports or EDDs are executed, added admin functionality for renaming a Client Manager, Modified the behavior of the Data Entry process so that when a valid qualifier is detected in the InitialResult field of the Data Entry table, that qualifier is automatically posted to the database for its associated Analyte. A numeric data value BEFORE the qualifier is taken as the Result. Any text or value in the AnalyteInfo1 field is taken as the [Custom Value] for the Qualifier, Work Order dialog: Added a field which can contain one or more email addresses associated with the work order, Added the MDL button which allows DataTool produced MDL studies to be loaded and updated to the selected Analysis Analyte, Added a grid-based tool on the control chart dialog so users can review a large list of control limits,
Element 6.05	06/29/2011	Added an ordering tab to the Consumables dialog where the user may add, edit or delete orders and order items, added Field Data import/export functionality, added new Line Item type called Extended (percent).
Element 6.04	06/15/2010	Added Qualifier functionality to the Bid dialog similar to the existing qualifier functionality on the ProjectSample dialog, option added GSXPDFSERVERLOCATION option, which allows specification of a directory in which the GSLITE.exe, XPDF.zip and UNZIP.exe files may be found, the schedule settings are now saved to the new field ScheduleParms in the Project table,

# PROMIUM

We speak the language of your lab

		The PDF processing repagination settings now have a set of unique document ID options. The interface of repagination settings has been modified to add an explicit Save button so the settings can be saved without executing a PDF Package, a new feature has been added that automatically renews project schedules on an annual basis.
Element 6.03	05/18/2010	Added support for multiple automatically assigned pre-analyses and post-analyses, Added a new feature to the Report dialog so users can select a date range along with multiple clients and projects to populate the WorkOrder list for the Report dialog. Once selected, the settings for the list can then be saved and recalled for later use, On the Disposal screen added browse buttons for client, project and work order, Added Bottle Order Due Date to project schedules, Added a checkbox CC PM to Project Report Options grid that, when checked, triggers the email to be copied to the project manager, Added a new popup dialog (palette picture on button) that is called from various screens to display the colors used on the associated dialog along with their meanings, Added a checkbox labeled "Allow Hard Copy" to control printing/non-printing of hard copy reports on a project basis,
Element 6.01	07/14/2009	Added display of tasks for Element6.exe under Application Info section of the Support area of the Promium website, Added PDF package management option to all print dialog functions, On the VersionUpdates tab of the Primary Database Setup screen added a Description of the Version Update, Added PDF Package functionality to PDF/Image processing form, On Route Sheet screen add **ALL** selection to Route Sheet dropdown, Project Limits allows for project based regulatory limits at the Analyte/Report Matrix level. Multiple limit sets may be defined for a single project (e.g. NPDES, NELAC, etc.), Added Audit Trails on the Bid screen, install GhostScript/XPDF utility packages and document package management code will use GhostScript/XPDF for processing if installed, Added a new 'Linear Range' field to the AnalysisAnalyte dialog and associated data tables throughout the program, Added 'Jump-To' features (hyper-link labels and dbl-click features) to the Bid and Invoice dialogs, Added Email button/functionality to PDF viewer, Added a new Limit of Detection (LOD) field to the program in support of DoD QSM4.1 compliance, Added ability to copy a schedule from another project,

# PROMIUM

We speak the language of your lab

		Project Field Data allows you to enter field data unassociated with a sample (flow, rain fall, etc.), On Sequence screen added Export button to export sequence sample data to Excel or CSV file, Updated the Version processing logic in the report generation routines to 'distill' the Analyte Alias values from multiple versions within customized Projects so that an Analyte Alias can be assigned to Analytes on QC Samples, Added ability to copy Master Projects to the same or a different Client, added the Copy All button to Copy Master and Child Projects to a Different Client, Modified the Case Narrative template and Editing dialogs to include a text editor with formatting features such as bold, italic and justification, Upgraded the print engine within the program to Crystal Reports version XI, Included a new PDF viewer component which does not rely on Acrobat components, Added Operational Data screen for entering plant data, Added dual monitor support for Element main menu bar and all screens, Added hard copy printing of PDFs to Report Spooling,
Element 5.06	03/30/2009	Added MinimumInvoiceClient feature, added ability to use wildcards in email text and email subject, added ability to PostToRepository during spooling, added ability to reset control limits on data entry screen, added no rounding option to AnalysisMatrix dialog, added drag/drop case narrative builder, added batch, sequence and sample qualifiers, added Dashboard functionality
MintMiner 2.5.7	10/13/2010	Added automated scanning of multiple sequence (data) folders.
MessageManager 3.1.0	11/15/2010	Added csv output option
MessageManager 3.0.5	10/01/2010	Added optional zip specification for result files of query tasks.
MessageManager 3.1.4	09/10/2010	Enabled XML, Excel, PDF output options for attachments.
MessageManager 2.17	08/10/2010	Added option under Email Configuration to suppress the call to the MAPI function ResolveName
MessageManager 2.16	07/22/2010	Added support for FacilityCode specification.
MessageManager 2.15	06/15/2010	Added error field and modified handling of email address errors
MessageManager 2.14.510	02/18/2010	Added detection of previous instance running on same machine.
MessageManager 2.14.509	08/27/2009	Added support for trace logging of email send process
MessageManager 2.14.505	07/07/2009	Added text field to display SQL of selected query (SQL selection only)



# PROMIUM

We speak the language of your lab

4. What are your plans for future releases?

Most development work is currently focused on the release of Element 7, which results in a change in the code base from VB 6 to VB.NET. Version 7 is expected to be released in approximately 12-18 months.

5. Indicate research and development spending for the product(s) being proposed over the past three years.

Please treat this information as confidential.

Element Development	2008	2009	2010
R&D \$	420,854	450,775	481,831
% of revenue	16.4	16.8	15.8

6. With what government standards/regulatory bodies do you comply?

NELAC, GLP, QSM4.1, DoD

7. What portion of the product being proposed was developed internally vs. acquired or contracted?

No outside contractors were used in the writing of Element. All development is done internally.

8. List any software companies that resell/repackage the product being proposed, and provide the name under which it is resold/re-packaged.

None

## 2.3 Reference Information

1. How many Municipal Laboratories/Environmental Labs are currently using the product being proposed?

All of our 240 clients are Municipal Laboratories and/or Environmental Labs. All of these clients use Element DataSystem.

Table E1 displays Promium installations for the last 12 months. The version for each client was Element DataSystem Version 6.0. Since then clients have had the opportunity to automatically upgrade to Version 6.08 which is included as part of their Annual Maintenance. The total number of clients contracted to date are approximately 240 clients.

# PROMIUM

We speak the language of your lab

**Table E1 Promium Installations Last 12 Months**

Contact	Client	Phone
Edgar Morrison edgar@atlglobal.com	Advanced Technology Laboratories 3275 Walnut St. Signal Hill, CA 90807	562-989-4045
Emanuel Hignutt Emanuel.Hignutt@alaska.gov	Alaska Department of Environmental Conservation 5251 Hinkle Road Anchorage, AK 99507 (*)	907-375-8200
Jerry King jerry@midwestlabs.com	Midwest Laboratories – Omaha 13611 B Street Omaha, NE 68144	402-334-7770
Nick Fullerton nick.fullerton@cardinallabsnm.com	Green Analytical Laboratories 75 Suttle Street Durango, CO 81303	970-247-4220
Jac Padgett jpadgett@eclabs.org	Environmental Certification Labs, Inc. 11422 US Hwy 41 N. Farmersburg, IN 47850	812-696-5076
Jon Mink jmink@trace-labs.com	Trace Analytical Laboratories, Inc (*) 2241 Black Creek Road Muskegon, MI 49444	231-773-5998
Kathy Johnson kjohnson@oecusa.com	Oilfield Environmental & Compliance (*) 307 Roemer Way, Suite 300 Santa Maria, CA 93454	805-922-4772
Laura Bonjonia laurab@envirodyne.com	Envirodyne Laboratories, Inc 11011 Brooklet Dr Suite 230 Houston, TX 77099	281-568-7880
Robert Coleman colemanrl@ornl.gov	Oak Ridge National Laboratory PO Box 2008, Building 2008, MS -6041 Oak Ridge, TN 37831-6041	865-574-2925
Daniel Miguel dmiguel@accreditedanalytical.com	Accredited Analytical Resources (AAR) 20 Pershing Ave Carteret, NJ 07008	732-969-6112
Peggy Penner papenner@tecoenergy.com	Tampa Electric Company 5010 Causeway Blvd. Tampa, FL 33619	813-630-7490
Anne Norris anne.norris@rogersandcallcott.com	Rogers & Callcott Engineers, Inc. P.O Box 5655 Greenville, SC 29606	864-232-1556
Ewa King	Rhode Island Department of Health Laboratories 50 Orms Street Providence, RI 02904	401-222-1999
Mike Baumgardner m.baumgardner@mccoylabs.com	McCoy & McCoy Laboratories, Inc. 825 Industrial Rd. Madisonville, KY 42431	270-824-2202
Cory Koons shamner@mdspectral.com	Maryland Spectral Services, Inc. 1500 Caton Center Dr Suite G Baltimore, MD 21227	410-247-7600
Sue Kon skon@rjlg.com	RJ Lee Group, Inc. (RJLG) 350 Hochberg Road Monroeville, PA 15146	509-545-4989

Scheduled For Implementation this Summer/Fall 2011		
Barbara Escobar Barbara.Escobar@wmm.pima.gov	Pima County Regional Wastewater Dept 7101 North Casa Grande Highway Tucson, AZ 85743	520-579-6182
Lynn Adsit lla@lbwl.com	Lansing Board of Power Water and Light 830 E. Hazel Lansing, MI 48912	517-702-6372

# PRŌMIUM

We speak the language of your lab

Erin Crafton awwsinc@gmail.com	AWWS 695 Shady Lane Hallsville, TX 75650	(903) 668-4133
-----------------------------------	--	----------------

**Table A2 Astrix Environmental Client List**

Client	IT Contact	Project Contact
<b>Hampton Roads Sanitation District</b> 1436 Air Rail Avenue Virginia Beach, VA 23455-3002	Ronnie Combs 757-460-4212	Patty Lee 757-460-4213
<b>Los Angeles County Sanitation Districts</b> 1955 Workman Mill Road, P.O. Box 4998, Whittier, CA 90607	Kurt Rinaldi 562-908-4288	Chris Wissman 562-908-4288
<b>City of Los Angeles, Environmental Monitoring Division</b> 12000 Vista del Mar, Playa del Rey, CA 90293	Minh Nguyen 310-648-5120	Jeff Beller 310-648-5262
<b>Washington Suburban Sanitation Commission</b> 12245 Tech Rd. Silver Spring, MD 20904	Reggie Thorpe 301-206-8471	Clarence Beverhoudt 301-206-7575
<b>Clark County Water Reclamation District</b> 5857 Flamingo Road Las Vegas, NV 89122	Devon Morgan 702-285-0989	Devon Morgan 702-285-0989
<b>Austin Water Utility</b> P.O. Box 1088 Austin, TX 78767-8838	Susan Davis 512-972-1404	Susan Davis 512-972-1404
<b>Anne Arundel County</b> 437 Maxwell Frye Road, Millersville, MD 21108	Noelle Anuskiewicz 410-222-7931	Noelle Anuskiewicz 410-222-7931

2. Please provide a list of all municipal laboratories (or comparable) installations, within the last three years, in metro areas over 250,000 in population, with contact names, positions, e-mail addresses, and telephone numbers. If there are any municipal laboratories that do not want to be a reference site, please so indicate. The City will select at least three references from this list to contact. (Offerors may submit the list of clients on the original copy only.) If the City is not able to reach a reference using the contact information provided, the contact will be considered an unfavorable reference.

Phone numbers and emails are provided for clients willing to field requests from prospective clients.

**Table E2 Promium Installations Last 12 Months**

Contact	Client	Phone
Emanuel Hignutt Emanuel.Hignutt@alaska.gov	Alaska Department of Environmental Conservation 5251 Hinkle Road Anchorage, AK 99507 (*)	907-375-8200
Robert Coleman colemanrl@ornl.gov	Oak Ridge National Laboratory PO Box 2008, Building 2008, MS -6041 Oak Ridge, TN 37831-6041	865-574-2925
Peggy Penner papenner@tecoenergy.com	Tampa Electric Company 5010 Causeway Blvd. Tampa, FL 33619	813-630-7490
Ewa King	Rhode Island Department of Health Laboratories 50 Orms Street Providence, RI 02904	401-222-1999
Josh Kathrinus, Lab Manager joshk@americanbottoms.com	American Bottoms WWTP	618-337-1710
Aurora Shields ashields@ci.lawrence.ks.us	City of Lawrence, KS	785-832-7817
Charles Lytle, PhD charlesl@bes.ci.portland.or.us	City of Portland, OR	503- 823-5568
Elizabeth Turner, Lab Manager eturner@ntmwd.com	North Texas Municipal Water District	972 442-5405 Ext 535
Jeffrey Brenner, Environmental Laboratory Supervisor Jeffrey.Brenner@state.mn.us	Minnesota Department of Health	651- 201-5353
Therese Spence, LIMS Administrator tspence@cityofvacaville.com	City of Vacaville, CA	707- 469-6432
Lori Zboralski, Senior Analyst	City of Tacoma, WA	253- 502-2133
	City of Abilene, TX	
	Eugene Water & Electric Board, OR	
	Florida Power & Light, West Palm Beach, FL	
	Florida Power & Light, Miami, FL	
	Guam Waterworks Authority	
	Louisville Water Company	
	City of Bend, OR	
	City of Corvallis, OR	
	City of Delray Beach, FL	
	City of Jacksonville, FL	
	City of Lakeland, FL	
	City of San Diego, CA	
	City of St. Petersburg, FL	

# PROMIUM

We speak the language of your lab

	City of Titusville, FL	
	City of Wichita Falls, TX	
	NJ DEP	
Barbara Escobar <a href="mailto:Barbara.Escobar@wwm.pima.gov">Barbara.Escobar@wwm.pima.gov</a> (New implementation)	Pima County Regional Wastewater Dept 7101 North Casa Grande Highway Tucson, AZ 85743	520-579-6182
Lynn Adsit <a href="mailto:lla@lbwl.com">lla@lbwl.com</a> (New implementation)	Lansing Board of Power Water and Light 830 E. Hazel Lansing, MI 48912	517-702-6372

3. What is the average size of municipal laboratory (population/employees) where the product being proposed is installed?

Approximate average population: 215,000  
Average number of concurrent users: 22

## 2.4 Customer Feedback Process

1. Do you have a user group or groups for the product being proposed? If so, list the contact names, phone numbers, website, and addresses.

Weekly conference call meetings are held between the 7 EPA Regional Laboratories using Element DataSystem LIMS.

US EPA Regional User Group Manager: Robin Costas  
[Costas.Robin@epamail.epa.gov](mailto:Costas.Robin@epamail.epa.gov)  
EPA Region 3, Ft. Meade, Md, 410-305-2659.

For the remainder of our customer base, Promium plans four or more regional user groups annually, the cost of which is covered under the maintenance contract. There is no discrete membership – rather, invitations are offered to all Element users under maintenance agreement. The user group is facilitated by members of the Promium support team.

2. Is there an active Users' Group for clients that have your products installed?

Yes

3. Is the Users' Group managed independently?

Promium manages the User Groups.

4. Is your company represented at Users' Group meetings? YES

5. Does the Users' Group hold an annual meeting for all members? YES

6. Where are regional Users' Groups meetings held closest to the City?  
We are planning one in Tucson, AZ Spring of 2012.

# PRŌMIUM

We speak the language of your lab

7. What role do Users' Groups or Users play in modifications to the product?

All user groups generate dialog and input concerning product enhancements. To facilitate dialog, a representative from the development team is typically present in addition to members of the support and sales staff. Many Element enhancements were a result of the user group meetings.

These and other general customer suggestions are entered into a feature request database and reviewed as part of the normal support and product development process.



## 3. Application Requirements

This section includes the specific evaluation criteria that the City will consider in the evaluation of proposals received. Offerors shall respond to all requirements in the order in which they are presented. Response to requirements in each section will be requested in two formats: 1) a written, narrative response (one to two paragraphs) to questions/requests, with each answer to be inserted immediately after the corresponding question, and 2) a single letter response to an "Ability to/provision for" phrases. These appropriate single letter responses are: Y (Yes), N (No), M (Modification), F (Future) or T (Tool). The explanation of these response letters is:

- Y Yes** - the product has this ability in the current version.
- N No** - the product does not have this ability in the current version.
- M Modification** - The Offeror will make a modification (as opposed to a configuration) to current version capabilities to specifically address this requirement
- F Future** - there are explicit, documented plans to include this ability in future versions.
- T Tool** - there is a third party tool supplied with the product and/or database that can provide this ability in the current version.

If the response to a requirement needs an elaboration or explanation, a brief explanation may be inserted immediately after that requirement. All "N" and "M" responses must be explained. All "T" responses must describe the specific tool(s) required. All requirements refer to whether your system can perform or provide the function automatically or electronically.

### 3.1 General Requirements

Response to requirements are requested in two formats: 1) a written response to a question/request if present, and 2) a single letter response of Y, N, M, F, or T to the "ability to/provision for" phrases. Insert your responses to each question into an electronic copy of this document, using Arial Italic, font size 10.

1. For the product being proposed, when was it first designed, and if there has been a major re-design, when?

Promium has been in business for over 13 years and Element DataSystem LIMS was developed in 1998. Various platform and technology enhancement have been made over the years but the core architecture has been in place for over five years. The most recent major feature release was in July of 2009 when a broad array of functionality was added.

2. If the product being proposed has been re-designed, what were the tangible goals of re-design, and what are the resulting major improvements or changes? Be specific as to what has been re-designed to meet the missions of government entities today.

Element has not required a major re-design in recent years. While the continuity of the architecture has remained consistent, a number of new features have been added to keep pace with new regulations and client requests. Examples of major changes include the addition of parent/child projects, a data repository to allow quick access to older data, support for new standards from the Department of Defense, new web-based client access capabilities, and numerous additions to EDD/SEDD templates.



# PROMIUM

We speak the language of your lab

3. Describe the method your development organization uses to periodically evaluate the business processes that the product supports.

Promium Sales Engineers, Support Engineers, and Development Engineers meet regularly with customers and prospects to gain input into new processes and potential product development priorities. In addition, Sales Engineers and Company Executives attend industry conferences (NEMC, TNI, ACIL, etc) to keep up to date on the latest discussions regarding laboratory operations and regulatory compliance. Further, because Element LIMS is installed in seven of the ten EPA regional laboratories, Promium is often at the leading edge of implementing functionality to satisfy new federal regulations.

4. What steps are taken by your development organization to ensure that regulatory changes from federal, state, and local government agencies and other regulatory organizations are addressed and distributed in software revisions as soon as possible?

Please see answer for #3.

5. Describe in terms of the overall system design the aspects of control and auditing. The system should not preclude, by way of its own design, the assessment of control aspects, compliance, electronic evidence, vulnerability, and data reliability.

Access to the Element application is controlled through user/password login. Database and Element user passwords are stored in the primary database in encrypted form. A combination of proprietary and industry standard encryption formats are used. Each users has an associated set of permissions which control access to individual menu items and screens in the application. A user's permission to a particular item can be set to View/Edit/Neither (no access). User permissions are set from a central location in the application under Database/Admin.

Changes to the majority of the data in Element are tracked in a set of Audit tables in the Element primary database. Audit records from these tables can be searched and view from the Audit Trail screen in the application. In addition the Audit records for individual screens can be viewed from each screen. Audit records include fields for the date of the change, the user's initials and the before and after values. Element's Audit Trail functionality is completely independent of and does not use or rely on any change tracking functionality inherently provided by RDBMS.

Additional product information such as product literature, brochures, web-site addresses, CD-ROM disks, user manuals, or system administrator manuals may be included in an Appendix.

## 3.1.1 Conformability

- Y  N
1. Ability for Tucson Water Quality Laboratory to create and define data fields to accommodate legal requirements or regulatory changes.
  2. Ability to incorporate regulatory agency definition and rule changes in a highly responsive, non-intrusive and timely update process.

# PR̄MIUM

We speak the language of your lab

## 3.1.2 Extensibility and Configuration

- 1. Ability to easily make changes using parameter tables without modifications to the source code.
- 2. Ability to allow for configuration to business rules, work flow, and user interfacing through the use of tables, templates, definition files, lists, parameter files, or other extensible data structures.
- 3. Ability to retain configuration performed using extensible provisions whenever new versions of the application software are installed.
- 4. Ability to control and configure system applications through user-definable and user-maintainable tables of codes.
- 5. Ability to ensure through version tracking and control that modules remain compatible as selected modules are upgraded.

## 3.1.3 Integration and Modularity

- 1. Ability to navigate from screen to screen with minimum keystrokes and mouse clicks, and with minimum difficulty.
- 2. Ability to navigate directly from any screen to any other screen required to complete an interactive process task without having to go through unused screens.
- 3. Ability to upgrade any component without having to upgrade components not affected by the upgrade
- 4. Ability to upgrade routines or sub-routines within a component without having to upgrade the entire component.

## 3.1.4 Consistency and Commonality

- 1. Provision for any single point of data collection where newly entered data is recorded in a way that make it reflected throughout the application without requiring re-entry of the same information.
- 2. Provision for consistent tools for configuration in all components.
- 3. Ability to easily define business rules that are shared throughout the application.
- 4. Ability for users to view consistent names, titles, and layouts on screens and reports.
- 5. Provision for all components to use consistent navigation features.
- 6. Provisions for screens and reports with similar organization in presentation of the data.

## 3.1.5 Reporting

1. Include in the Appendix section a list of all standard reports, with select examples of reports.
2. Describe whether reporting is performed against a data warehouse or data mart, versus against a live or in-production table.

Reporting with the LIMS is done by extracting pertinent information from the main database into a local reporting database and then running the report against the local data.

3. Describe the report writers and reporting methods that are available for the proposed product(s).

Element uses SAP Crystal Reports as its report writer. This industry-standard program is smoothly integrated within Element to allow for any comprehensive report—including full CLP reports. Element may also export data into Microsoft® Word, Microsoft Excel or other reporting tools as the end user wishes.

- \_Y\_ 1 Ability to produce comprehensive management reporting for all areas within the organizational process.
- \_Y\_ 2 Ability to produce both standard and ad hoc reports.
- \_Y\_ 3 Ability to allow for the use of standard statistical packages so that research and analysis can take place.
- \_Y\_ 4 Ability to design and implement both on-line ad hoc queries and batch reporting programs as required by user.
- \_Y\_ 5 Ability for report generator to allow user to select data, choose fields, and create calculated fields.
- \_Y\_ 6 Ability to reconcile reports from different components in the system.
- \_Y\_ 7 Ability to extract data to another tool, such as EXCEL or a report writer.

## 3.1.6 Documentation

- \_Y\_ 1 Provision for web-based online documentation.
- \_Y\_ 2 Provision for all documentation to contain comprehensive troubleshooting flows, glossary, index, table of contents, example illustrations, and steps for important transactions a user or application administrator might conduct.
- \_Y\_ 3 Provision for well-written, comprehensive, and detailed documentation that serves as a complete technical and user reference library of the application.
- \_Y\_ 4 Provision for a documentation distribution service that includes on-line media and hard copy that match in content and the most recent version release.

## 3.1.7 Quality Assurance and Security

1. Do you have a product development quality assurance/management program? Briefly describe.

The development group uses an internal application called ProDev to track development tasks and revisions. Each task has a description, status and developer associated with it, along with the projected release number. Progress on tasks associated with each release are monitored at a weekly development meeting.

The following testing is done prior to each release:

- Revision testing: each of the new features, modifications and bug fixes in the release is tested against the three supported database types (SQL Server, Oracle, Access). This testing is often performed by Support or Implementation. If a particular revision test fails, the revision/task is reopened and assigned to Development as a Debug task.
- Regression testing: the current release is tested using a standardized process to ensure that existing functionality has not been affected by the addition of new features, modifications and bug fixes. The standardized process is defined in a scripted spreadsheet which is used to define the test processes and record results of the testing. The regression tests begin with addition of a new Client and Project and go through all the steps necessary to login samples, enter data and generate reports. This testing is performed by Development. If a particular regression test fails, a new debug task is created and assigned to Development.
- Installation testing: When a new installation disk is compiled it is tested against several supported operating systems. Currently these include Windows XP Professional and Windows 7 Professional. This testing is performed by Development. A number of virtual machines with various operating systems are maintained for installation testing.

2. What methodologies do you use for security testing your products? Briefly describe.

Element is not a web-based application and is not tested for security vulnerabilities. ClientConnect (web based component) has been tested for security vulnerabilities.

- \_N\_ 1. Do you review security at each phase of the software development lifecycle?  
No, security is not reviewed at each phase of the software development.
- \_N\_ 2. Do third parties conduct security assessments on your products?  
No, Promium does this internally and does not employ a third party for this testing.
- \_N\_ 3. Do you have security squads that attack your products prior to release?  
No, this is tested internally but not at every release or by a third party.
- \_Y\_ 4. Do you use automated tools for security testing or code review?

## 3.1.8 User Interface

- \_Y\_ 1. Ability to customize individual user menus to only show the options a user has the security to access.
- \_Y\_ 2. Ability for non-technical users to create ad hoc queries to extract data from all functional areas of the system at the same time.

# PRŌMIUM

We speak the language of your lab

- 3. Ability to export data to standard PC applications for local analysis of data, desktop publishing, letter generation, and other local processing needs.
- 4. Ability to customize individual user functions, assigning to icons for repeated use.
- 5. Ability to customize individual user interface appearance to meet their own needs and preferences without compromising the standards for functionality and system access (e.g., screen colors).
- 6. Ability to maintain standard formats on reports including report id, date, and application id.
- 7. Ability to add pre-defined queries to the system for access by many users.
- 8. Provision for alternative methods to function keys, if function keys are used. Function keys are not used.
- 9. Ability to provide on-line help for screens to describe an overview of the current process within which the user is currently working.
- 10. Ability to provide on-line help for all fields to supply informational messages about the purpose of the field.
- 11. Ability to provide on-line help for all fields to supply a more complete explanation of the field and the applicable code table that supports that field.
- 12. Ability to provide on-line help for all fields to show the valid code table from which the user can select the desired code.
- 13. Ability to provide on-line help to describe the purpose of each screen's active function keys.
- 14. Ability to support a world-wide-web browser interface to the application.
- 15. Ability for non-technical users to create ad hoc queries to extract data from all functional areas of the system at the same time (i.e, menu or drop down selection querying, etc.).

### 3.1.9 Portal Capability

1. Does your product have an umbrella portal entrance into the various modules? If Yes, please describe, and respond to the following "ability to provide" points.

Element does not employ the use of modules. The "main entrance" is into all of Element. As such, the answers below are for Element as a unified LIMS and not as a modular system.

- 1 Ability to provide single sign-on to the total system, and all its component parts based on person's role  
Login is required, granting access to the entire LIMS system (access is based on user-specific permissions). Promium recommends that the City authenticate against a domain or AD structure.

# PRŌMIUM

We speak the language of your lab

- \_Y\_** 2 Ability to customize which objects are displayed on the portal entry
  - . Menu item visibility and a user-specific dashboard may be configured by the administrator.
- \_Y\_** 3 Ability to add other applications to this portal
  - . Links to external applications may be added to the Element menus by the administrator.

## 3.2 Functional Requirements

Response to requirements are requested in two formats: 1) a written response to a question/request if present, and 2) a single letter response of Y, N, M, F, or T to the "ability to/provision for" phrases. Enter your responses in Arial Italic, font size 10.


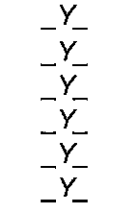
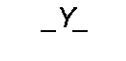
### 3.2.1 Sample Management and Tracking

- \_Y\_** 1 Ability to track a sample from log-in, analysis, quality assurance, review and approval.
- \_Y\_** 2 Ability to retrieve the status for a sample status quickly and efficiently.
- [REDACTED]** 3 Ability to record the following data (at a minimum) in the manual Sample Log-In function:
  - Name of sample collector
  - Sample collection date and time
  - Sample received by
  - Date and Time of sample receipt
  - Client identifier field
  - Location identifier field. Note: Location identifier should have an associated "look-up" table to ensure validated sample locations are being used. This will reduce login errors.
  - Project Identification Number - any sample location may be linked to more than one project number
  - Comment field
  - Required tests
  - Log-in functionality will also include:
- \_Y\_** 4 Ability to log-in multiple similar samples in one operation. As part of this operation, individual samples can be edited/modified and/or copied at user's discretion, including assigned tests.
- \_Y\_** 5 Ability to retrieve immediately after data entry to approved personnel
- \_Y\_** 6 Ability to send immediate notification via email or instant message to lab personnel that samples have been received
- [REDACTED]** 7 Storage of static sample site information will include the following:
  - Client Identifier
  - Location identifier
  - Site Description
  - Water System Identifier

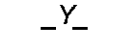
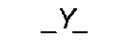
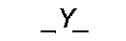
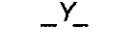

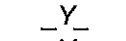
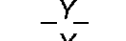
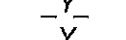
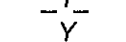
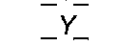
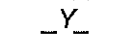
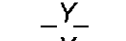
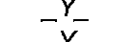
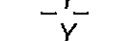
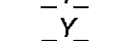

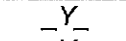
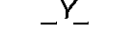


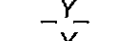
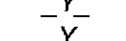
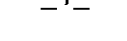
### 3.2.2 Sample Scheduling

# PROMIUM

We speak the language of your lab

- |   |   |   |
|---|---|---|
|  | 1 | Ability to schedule and, if so desired, automatically log-in routine samples for the intervals listed below. For routine automatically logged samples the master schedule will include the required analyses.   |
|  |   | <ul style="list-style-type: none"><li>• Daily Routine samples</li><li>• Specified Weekly Samples</li><li>• Monthly Routine Samples</li><li>• Quarterly Routine Samples</li><li>• Semi-Annual Routine Samples</li><li>• Annual Routine Samples</li></ul> |
|  | 2 | Ability to preview scheduled samples grouped in various ways such as by test or project, by day/week/month, in calendar report format.  |

## 3.2.3 Sample Receiving

- |   |   |  |
|---|---|--|
|    | 1 | Ability to assign unique identification/login number for each sample. Sample login numbers to be assigned such that all samples collected on one COC will have a unique base identification number, and each individual sample within the login will contain a sequence number to uniquely identify each sample with the base login number (i.e. xxxxxx-01, -02, etc.).  |
|    | 2 | Ability to generate user definable sample labels and allow printing of sample labels with or without bar codes. To include flexible print options, such as number of labels, routing to multiple printers and multiple label size and type formats.  |
|  | 3 | Ability to prioritize samples upon log-in.   |
|  | 4 | Ability to generate and read bar code labels for identification and utilization on labels. Standard and custom bar code formats to be included and allow for sample point identification at a minimum.   |
|  | 5 | Ability to (at a minimum) capturing the following information at sample log-in: <ul style="list-style-type: none"><li>• Sample collector</li><li>• Date and time of sample collection</li><li>• Date and time of sample received</li><li>• Person receiving the samples</li><li>• Client Identifier</li><li>• Location Identifier</li><li>• Project Identification Number</li><li>• Water System Identifier</li><li>• Site Description</li><li>• Required tests</li><li>• Priority assignment</li><li>• Comments</li></ul> |
|  |   |  |
|  |   |  |
|  |   |  |
|  |   |  |
|  |   |  |
|  |   |  |
|  |   |  |
|  |   |  |
|  |   |  |
|  |   |  |
|  |   |  |
|  |   |  |
|  |   |  |
|  | 6 | Ability to enter receiving details on samples in multiple ways: <ul style="list-style-type: none"><li>• Log-in and receive ad-hoc or non-routine samples</li><li>• Batch receiving and log in of samples on any single COC or multiple COCs collected on the same day for any given project.</li></ul>   |
|  |   |  |
|  | 7 | Ability to (at a minimum) collect and store the following information with each sample: <ul style="list-style-type: none"><li>• Required analyses and associated hold times for those analyses</li><li>• Ability to add or delete assigned analyses</li><li>• Associated Methods and Analyses with samples</li></ul>   |
|  |   |  |
|  |   |  |

# PR̄MIUM

We speak the language of your lab

\_Y\_



- Required completion date for all samples associated with a specific COC/sampling event.

## 3.2.4 Test/Analysis Administration

\_Y\_

- 1 Ability to uniquely identify each analysis with a user defined test code, this test code will be capable of being related back to the required method.

\_Y\_

- 2 Ability to disable test codes that are no longer used without effecting the retention or recall of data associated with that disabled test code.

\_Y\_

- 3 Ability to support multiple test codes (children) to be associated with a single (parent) test code.

\_Y\_

- 4 Ability to associate CAS# or Storet Numbers with each analyte.

\_Y\_

- 5 Ability to develop and associate mathematical routines for designated test codes and components (i.e. Langlier index is calculated from pH, Total Dissolved Solids, Temperature, Alkalinity and Calcium results. If sample is logged in for Langlier index, the LIMS should be able to pull from the other tests and calculate the index.) and have those results stored in the LIMS.

\_Y\_

- 6 Ability to edit test data by authorized user with audit trail and required GALP comments.



- 7 Ability to provide entry of test results in the following formats:

\_Y\_

- All results from one test performed on many samples.

\_Y\_

- All results from many tests performed on one sample.

\_Y\_

- All results from one test performed on one sample.

\_Y\_

- 8 Ability to allow for multiple results for an analyte or test (to allow for reruns and dilutions).

\_Y\_

- 9 Ability to re-run a single analyte within a multi-analyte test.

\_Y\_

- 10 Ability to record special results values such as non-detect, <, Null or other text type result values.

\_Y\_

- 11 Ability to record analyst.

\_Y\_

- 12 Ability to record data entry person if different from analyst.

## 3.2.5 Work Sheet/Work Assignment



- 1 Ability to provide work assignment features for planning and scheduling the laboratory workload that take into account:

\_Y\_

- Hold time (shortest hold time samples in any one analytical group take priority). For certain analyses, such as 525.2, there is a hold time for sample prep and for the instrumental analysis. The system must be capable of tracking and accounting for both hold times.

\_Y\_

- Sample age

\_Y\_

- Due date.

\_Y\_

- Assigned priority



- 2 Ability to provide work assignment reporting selectable by the following criteria:

\_Y\_

- Analysis (report sorted in order of hold time criteria, then by assigned due date, then by sample age)



# PRĀMIUM

We speak the language of your lab

- |                          |                          |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <ul style="list-style-type: none"><li>• Workstation</li><li>• Analyst</li><li>• Date</li></ul>   |
| <input type="checkbox"/> | 3                        | Ability to generate work sheets upon request   |
| <input type="checkbox"/> | 4                        | Ability to reprint single and / or group selections of work sheets upon request  |
| <input type="checkbox"/> | 5                        | Ability to add additional samples, received after the original work sheet was created, to the work sheet.  |
| <input type="checkbox"/> | 6                        | Ability to delete a sample from the work sheet, edit the order of the samples and assign QC.   |
| <input type="checkbox"/> | 7                        | Ability to create bench sheets for one analysis and associate all samples assigned that analysis to that work sheet.   |
| <input type="checkbox"/> | 8                        | Ability to upload the worksheet data to the specified instrument for creation of the run sequence.   |
| <input type="checkbox"/> | 9                        | Ability to assign and store (at a minimum) the following information into a worksheet: <ul style="list-style-type: none"><li>• Analysis description.</li><li>• Log number</li><li>• Client ID</li><li>• Sample Location</li><li>• Sample Date</li><li>• Analysis Date</li><li>• Name of Analyst</li><li>• QC Samples</li></ul> |
| <input type="checkbox"/> | 10                       | Ability to generate Bench Sheets. These bench sheets would contain the following information: <ul style="list-style-type: none"><li>• Sample Log number</li><li>• Client ID</li><li>• Result</li><li>• User defined fields (by analysis). See 3.2.5.26 and 3.2.5.27 below.</li><li>• Notes/Comments</li></ul>                  |
| <input type="checkbox"/> | 11                       | Ability to (for Gravimetric analysis such as TDS and TSS) record data on sample volume, initial weight and final weight, analysis date, analysts initials, oven temps., etc. These values would be manually entered onto the bench sheet and subsequently entered into the LIMS, manually, to then generate the final result.  |
| <input type="checkbox"/> | 12                       | Ability to (for sample Organic analysis sample prep, i.e. SOC analysis) record initial and final volumes as well as document spike lot numbers, surrogate and IS lot numbers and volumes added, etc.   |

## 3.2.6 Status Monitoring

- |                          |   |   |
|--------------------------|---|---|
| <input type="checkbox"/> | 1 | Ability to provide monitoring status of the sample throughout the sample lifecycle.   |
| <input type="checkbox"/> | 2 | Ability to provide automatic updates of sample status based on events or transactions. Status updates must post immediately even during periods of high system usage          |
| <input type="checkbox"/> | 3 | Ability to provide a method to monitor analysis data.   |
| <input type="checkbox"/> | 4 | Ability to provide codes to monitor sample status for the following conditions: <ul style="list-style-type: none"><li>• Sample expected or logged but not received.</li></ul> |

# PROMIUM

We speak the language of your lab

\_Y\_  
\_Y\_  
\_Y\_  
\_Y\_  
\_Y\_  
\_Y\_



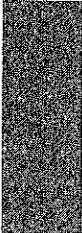
- Sample received by the laboratory
- Sample has tests assigned but not yet assigned to an analytical batch.
- Sample has assigned tests in progress.
- Sample analyses are complete.
- Sample results have been reviewed and are complete and ready for reporting.
- A re-sample is required.



5

Ability to provide user defined codes to monitor analysis status for the following conditions:

\_Y\_  
\_Y\_  
\_Y\_



- Analysis is complete
- Analysis failed QC
- Sample requires re-analysis due to QC failure (should be capable of doing this down to the component level on multi-component analyses)
- Analysis exceeded specified limits
- Analysis is assigned to a work sheet and is in progress.
- Analysis results have been reviewed

\_Y\_  
\_Y\_  
\_Y\_  
\_Y\_

6

Ability to allow user definable regulatory limits or other limits with each sampling location.

\_Y\_

7

Ability to use result limits to check results and flag user of out of control conditions.

\_Y\_

8

Ability to permit multiple sets of limits per sample location.



9

Ability to permit review of analytical results based on:

\_Y\_  
\_N\_



- Individual test code.
- Analysis result date.  
Element is configured to review based upon analysis and bench sheet.
- Individual and range of sample identification.  
Element is configured to review based upon analysis and bench sheet.
- Bench sheet.

\_N\_

\_Y\_

\_Y\_

10

Ability to allow the user to view historical results for sample locations and analysis, by component for multi-component analyses. This would also include migrated historical data.

## 3.2.7 Data Validation and Approval

\_Y\_

1

Ability to define and allow for multiple levels (Bench, Peer and Supervisory at a minimum) of review and approval.

\_Y\_

2

Ability to, at each validation step, automatically update the current process to show it has been completed. The system must also allow for manual rollbacks of these approval steps by appropriate personnel, if necessary.

\_Y\_

3

Ability to (by the LIMS Administrator) set data validation levels and assign to specific individuals by work unit/dept.



4

Ability to approve sample data by:

\_Y\_

\_Y\_

\_N\_



- Analysis
- Bench Sheet
- Range of Dates  
Element is not set up to approve by range of date, only by bench sheet and analysis.

\_Y\_

5

Ability to make sample analytical data available for reporting purposes when and only when all approval steps have been successfully completed.

# PROMIUM

We speak the language of your lab

- \_N\_ 6 Ability to allow for data correction/editing by users with appropriate user permissions only and must be accompanied by an appropriate GALP reason before changes can be committed.  
Element does not require reasons; it only allows for them.
- \_Y\_ 7 Ability to provide a complete audit trail for any modifications made to data.
- \_Y\_ 8 Ability to record audit trail information at the time of data modification to include (at a minimum) date and time of change, name of person making the changes and GALP reason for making the change.
- \_Y\_ 9 Ability to view and optionally print the audit trail by test or sample log number.

## 3.2.8 Chain of Custody Record

- \_Y\_ 1 Ability to produce a COC document for each sample, or group of samples collected.
- \_Y\_ 2 Ability to print (and reprint on demand) the COC in conjunction with sample labels.
- 3 Ability for the COC to contain the following information:
  - \_Y\_ • Sample Log number
  - \_Y\_ • Client ID
  - \_Y\_ • Sample Location
  - \_Y\_ • Sample Number in Bar Code format
  - \_Y\_ • All requested analyses
  - \_Y\_ • Calculate and display the type and number of sample containers associated with each sample
- 4 The COC document will include spaces to write:
  - \_Y\_ • Date and Time of Sample collection
  - \_Y\_ • Samplers name and space for samplers signature
  - \_Y\_ • Comments
  - \_Y\_ • Multiple Received and Relinquish sign off areas
  - \_Y\_ • Field test results
- \_Y\_ 5 Ability to modify the COC format (by authorized personnel only).

## 3.2.9 Quality Control

- 1 Ability to record, store and process all associated instrument and batch QC down to the component level on multi component analyses, to include, but not limited to the following:
  - \_Y\_ • For multi component analyses the system must allow for varying spike levels for each component and varying QC limits for QC Type (i.e. CCV vs. MRL vs. MS, etc.)
  - \_Y\_ • Matrix Spike / Matrix Spike Duplicate
  - \_Y\_ • Lab Control Sample / Lab Fortified Blank
  - \_Y\_ • Method Blanks
  - \_Y\_ • Instrument Blanks

# PRŌMIUM

We speak the language of your lab

\_Y\_  
\_Y\_  
\_Y\_  
\_Y\_



- Minimum Reporting Limit Standards (MRL Std)
- Surrogates and Internal Standards
- Interference Check Standards
- Instrument Initial and Continuing Calibration Verification



2

The LIMS will be Capable of performing the following statistical analysis of the QC data:

\_Y\_  
\_Y\_  
\_Y\_



- Construct X and R charts per EPA protocols.
- Calculate the Standard Deviation.

3

Ability to associate sample results with a set of QC data specific for the analytical batch the sample was analyzed in.

\_Y\_

4

Ability to generate QC Summary tables as well as associated QC charts.

\_Y\_

5

Ability to calculate percent recoveries.

The calculation to determine % recoveries must be editable so that a dilution factor may be applied. This is critical for certain elements (such as Ca and Na) and analytes (such as sulfate). Having a more concentrated spiking solution may not allow a single spike analysis for all elements or analytes as this more concentrated solution may not allow for all elements to be in the same solution. The dilution factor varies by test. The dilution can also change for metals analysis depending on whether the spiked sample was digested or not.

\_Y\_

6

Ability to perform trending analysis

\_Y\_

7

Ability to calculate % Difference

## 3.2.10 Laboratory Data Queries



1

Laboratory personnel will be capable of querying sample results/information, on the LIMS based on the following information:

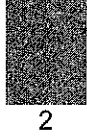
\_Y\_  
\_Y\_  
\_Y\_



- Sample Log number
- Client ID (sample location), sample date or project code
- Test/Analyte

Should be able to review any test data for any given sample without having to open separate modules for different areas of the lab. i.e. I would like to be able to easily view inorganic data and field data for any given sample.

\_Y\_  
\_Y\_  
\_Y\_  
\_Y\_



- Sample Status
- Date Received
- Analyst Name

2

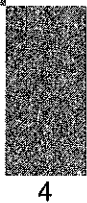
Ability to provide a query facility which supports nested query, table joins and outer join functionality.



3

Ability to provide standard queries for:

\_Y\_  
\_Y\_  
\_Y\_  
\_Y\_  
\_Y\_  
\_Y\_



- All data associated with a specific sample log number
- All data associated with a specific sample location
- Sample Status
- Status of tests being performed
- All administrative or static data

4

Ability to display and/or print all queried results

## 3.2.11 LIMS Reports

	1	Ability to generate the following ADEQ DWAR reports:
Y		• DWAR-1: Drinking Water Microbiological Analysis Report/Total Coliform
Y		• DWAR-1G: Drinking Water Microbiological Analysis Report/Ground Water Rule
Y		• DWAR-2IN: Drinking Water Inorganic Chemical Analysis Report
Y		• DWAR-3: Drinking Water Synthetic Organic Chemical Analysis Report
Y		• DWAR-4: Drinking Water Volatile Organic Analysis Report
Y		• DWAR-8: Drinking Water Lead and Copper Analysis Report
Y		• DWAR-9: Drinking Water New Source Approval Form
Y		• DWAR-16A: Individual Sample Analysis Report: Disinfection Byproducts TTHM HAA5
Y		• DWAR-16.2: Annual Report: Disinfection Byproducts-TTHM HAA5
Y		• DWAR 18A: Quarterly Report: Maximum Residual Disinfection Level (MRDL)-Chlorine/Chloramine - 1012/1006
		• Examples of the DWAR reports are included in Attachment I
Y	2	Ability for the LIMS administrator to create and modify reports using the vendor supplied and supported development tools.
	3	Ability to generate and print standard LIMS reports, including, but not limited to:
Y		• Samples received for a user specified time frame.
Y		• Test results report including comments
Y		• Work Status report by log number
Y		• Work Status report by Project
Y		• Work Status report by analysis
Y		• Work Status report by client
Y		• Quality Control sample report

## 3.2.12 Client Data Reporting

Y	1	Ability for clients to have access to data reporting via a web based system.
Y	2	Ability to provide only data that has been fully approved will be available for data reporting to clients outside the laboratory.
Y	3	Ability to secure access to web reporting to only clients with user profiles and proper access rights.
	4	Reporting tools will include, at a minimum, the following capabilities:
Y		• ODBC compliant
Y		• Clients will be able to customize their report using standard reporting tools
Y		• Data reporting format as an Excel file, ASCII or text delimited file will be available
Y		• Reporting function will be capable of merging text, graphics and charts in one report.
Y		• Cross Tab format will be available
Y		• Create bar charts, trend lines and pie charts with retrieved data.
Y		• Retrieve and integrate MS Access database as well as the LIMS data.

## 3.2.13 Instrument Interface Requirements

	1	Ability to provide bi-directional data exchange with the following analytical instruments (Analytical data, Quality Control Samples, Worksheet batch data):
_Y_		• Perkin Elmer ICP with Winlab32 ver 3.1.0.0107
_Y_		• Thermo-Fisher Scientific Unicam SOLAAR Atomic Absorption Spec with Data Station Version 9.12
_Y_		• Dionex Ion Chromatograph with Chromeleon version 6.80 SR7 Build 252B (148369)
_Y_		• Thermo-Orion 960 Autochemistry System Rev. 6.1
_Y_		• Shimadzu UV-Vis Spectrophotometer Shimadzu UV probe version 2.00
_Y_		• 2 Agilent GC/MSD with Chemstation Revision D.01.02
_Y_		• Agilent GC/MSD with Chemstation Revision E.02.00
_Y_		• OI Analytical 1030 Aurora TOC Analyzer with Version V1.2.3 TOC Reporter
_Y_	2	Ability to accept any type of data that is uploaded in a defined, text-delimited format (e.g. subcontract lab EDD data)
_N_	3	Ability for the LIMS administrator to create additional instrument interfaces as equipment needs change using the vendor supplied and supported development tools. <i>Promium reserves instrument interface development.</i>
_Y_	4	Ability to accept data uploads from field meters that have data logging capabilities.

## 3.2.14 Existing Data Migration/Integration

Integrating TWQL's existing LIMS data into a new system is critical to a successful implementation. Explain what services, resources and methodologies will be used to insure a complete and successful data migration.

### Data Migration

The Promium team will follow a proven methodology to migrate the data from the current Seedpak system into the Element LIMS. The Element data structure contains tables to store legacy data and was specifically designed to allow organizations to easily access current and historical data from the same interface. The Element design combined with the migration methodology, assures that data migration portion of the project is completed correctly and according to the project schedule.

The data migration methodology is a multiple phase process. Each phase will contribute to a successful data migration and allow for the migrated data to be properly maintained. The phases are as follows:

- Migration Strategy
- Data Source Analysis
- Migration Design
- Building Structure
- Testing and Implementation
- Revisions
- Maintenance

## **Migration Strategy**

The focus of the overall data migration effort is determined in the strategy phase. Since most data migration projects result from system replacement, they often represent a small portion of the overall project.

Migrating data from the TWQL systems requires three major phases:

- Data Extraction
- Data Transformation
- Data Load

It is the core process that describes how the data is obtained, transformed, and loaded into the final repository. Each step of the process will be slightly different depending on the data source and where its data will ultimately be maintained.

Each of the three primary components of the data Extraction, Transformation, Load "ETL" process is discussed below:

### ***Data Extraction***

The data extraction step is responsible for extracting data from the source system. During extraction, data may be removed from the source system or a copy made and the original data retained in the source system. Extracted data is loaded into the data staging area (a relational database usually separate from the destination database), for manipulation by the remaining processes.

Data extraction is generally performed within the source system itself, especially if it is a relational database to which extraction procedures can easily be added. It is also possible for the extraction logic to exist in the data staging area and query the source system for data using ODBC, OLE DB, or other APIs. For legacy systems, the most common method of data extraction is for the legacy system to produce text files, although many newer systems offer direct query APIs or accommodate access through ODBC or OLE DB.

### ***Data Transformation***

The transformation phase is responsible for data validation, data accuracy, data type conversion, and business rule application. It is the most complicated of the ETL elements. It may appear to be more efficient to perform some transformations as the data is being extracted (inline transformation); however, an ETL system that uses inline transformations during extraction is less robust and flexible than one that confines transformations to the transformation step. Tools used in the transformation element vary. Some data validation and data accuracy checking can be accomplished with straightforward SQL code.

### ***Data Load***

The ETL loading step is responsible for loading transformed data into the destination database. The destination database is usually updated periodically rather than continuously, and large numbers of records are often loaded to multiple tables in a single data load. The data warehouse is often taken offline

during update operations so that data can be loaded faster. The design of the loading element should focus on efficiency and performance to minimize the data warehouse offline time.

## **Data Source Analysis**

The primary aim of the analysis phase in data migration projects is to identify the data sources that must be transported into the new system. Data sources are not limited to actual data processing systems, but can also include tools and/or formatted files created by users to accomplish their daily tasks outside the normal systems. The next important part of the analysis phase involves evaluating the actual data. The data will be examined for both data quality and to identify those data that should be migrated. The analysis may uncover errors such as incorrect or missing data. If so, the data will undergo a cleaning step prior to the migration. Promium will work with TWQL representative to determine the corrective action for each error type.

## **Migration Design**

Once the high value legacy data sources have been evaluated, the process of data selection is initiated. Each targeted data source will be reviewed by examining each data element individually and determining if it will be moved into a data archive or become a component of the data warehouse. The design phase is essentially the act of making a checklist of the legacy data elements that must be migrated.

Once the migration design is complete, the actual mapping process can be initiated.

## **Data Migration Testing and Implementation**

Testing and implementation are often combined into one phase since they occur at the same time in most projects. Testing breaks down into two core subject areas: logical errors and physical errors. Physical errors are typically associated with the scripts developed to extract, transform, and load data. Logical errors are best identified during implementation. The first step is to execute the mapping. Even if the mapping is completed successfully, we must still ask questions such as:

- How many records did we expect this script to create?
- Did the correct number of records get created? If not, why?
- Has the data been loaded into the correct fields?
- Has the data been formatted correctly?

After the data has been migrated, the goal is to verify the answers to these questions and to allow access to the data by a few designated users to assure that all high level data was included during the initial migration design phase and mapping.

## **Revisions**

The revision phase is where any required cleanup is managed. Each and every data model modification, transformation rule adjustment, and script modification are essentially combined to form the revision phase. Once this phase is completed, all of the legacy data that was target for the migration will exist on the new platform either in an archive format or within the newly created data warehouse.

At this point, the legacy systems will no longer be required and all data going forward will be collected in the new LIMS. If the LIMS is not fully implemented, then an additional data migration event may occur



later utilizing the same tools developed for the initial event. The tools at this point will be finalized and all revisions will have been incorporated.

## Maintenance

The maintenance phase is put into place to assure that the scripts, mappings, and utilities developed are maintained in the event that additional migrations are required. In most cases, a second and final migration event may occur due to unanticipated delays in the actual role out of the primary system. It also includes the continued up keep to both the archived data and the data warehouse.

	1	Ability to seamlessly access all existing LIMS data in the following manners:
<i>_Y_</i>		<ul style="list-style-type: none"><li>Using the standard applications interfaces</li></ul>
<i>_Y_</i>		<ul style="list-style-type: none"><li>With both interactive on-screen query and reporting processes</li></ul>
<i>_Y_</i>		<ul style="list-style-type: none"><li>With command line and ad hoc reporting tools (native or third party)</li></ul>

### 3.2.15 Other Required Functionality

	1	Ability to provide the following cost accounting functionality:
<i>_Y_</i>		<ul style="list-style-type: none"><li>Associate appropriate cost accounting codes with LIMS data</li></ul>
<i>_Y_</i>		<ul style="list-style-type: none"><li>Provide invoicing capabilities to allow for invoicing by Log in number or by project identifier and date range.</li></ul>

### 3.2.16 Regulatory Requirements

	1	Ability to maintain an audit trail for all data manipulation and meet the following regulatory requirements:
<i>_Y_</i>		<ul style="list-style-type: none"><li>NELAC/NELAP and TNI standards.</li></ul>
<i>_Y_</i>		<ul style="list-style-type: none"><li>40 CFR Part 3 reporting requirements</li></ul>

## 3.3 Technical Requirements

Response to requirements are requested in two formats: 1) a written response to a question/request statement if present, and 2) a single letter response of **Y**, **N**, **M**, **F**, or **T** to the "ability to/provision for" phrases. Enter your written responses immediately below the question, using Arial Italic, font size 10. Insert additional rows in tables as needed.

### 3.3.1 Obsolescence Prevention Strategy

1. Describe the provisions of your strategy for implementing new technologies that will prevent current applications and functionality from becoming obsolete or orphaned?

Promium's applications are updated to provide compatibility with new Operating Systems and database versions. In addition we periodically upgrade our applications to use the newest versions of third-party

# PROMIUM

We speak the language of your lab

controls such as Crystal Reports. In addition we are continually assessing the use of third party controls to find more cost effective alternatives which provide new capabilities and better performance.

## 3.3.2 System and Application Architecture

1. The underlying architecture of the application design is important to the Tucson Water Quality Laboratory. Please describe your system architecture model and explain the capabilities and features of this model that led to your use of it in developing this system.

Element maintains its roots as a client-server application. This architecture leverages the computing power of the local clients, placing much of the on-demand computational burden on the client machines. This leaves the database server able to operate efficiently and consistently as the number of active users scales upward.

2. Describe the design philosophy of your application. Include in your response the degree to which there is a common design philosophy across all modules, common programming languages and tools, and the extent of shared software code across all applications (e.g., the code to generate an address label should be the same code for that function in all components of the application).

The Element application is written in Visual Basic 6 and is structured using a number of forms, modules and classes. The forms provide the user interface elements of the program. Classes are used primarily as data containers and hold the functionality to retrieve and update records in the database. The classes may or may not directly reflect the structure of a particular table in the database. The modules contain code generally segregated by functional area (for example basDataOpsInvoices, basDataOpsOutput), as well as code that is commonly used by other code in the application. In as much as possible code in individual forms, modules and classes is structured similarly to that in other forms, modules and classes. This commonality makes troubleshooting and addition of new features much easier. Where possible forms and functions are reused, expanding their functionality by adding additional properties or variables where necessary. For example, the same print dialog form is called when printing from many different screens in Element.

3. Describe your approach to ensure scalability of the product. This includes transaction growth, upgrades and replacements of components of the architecture, technology, and application.

We address scalability in several ways. As our client databases grow and as we work with labs with very high sample through puts, we have bench marked performance and worked to improve the execution of many complex/process intensive queries used in our system. This assessment and improvement is ongoing.

Major releases of Element occur on an approximately 3 month cycle. Between releases updates to the current software (including bug fixes and minor modifications) are made on an approximately weekly

basis. To ensure that these updates are easy to install, Element features an automated download/install process. This process (initiated by the user) identifies and downloads current versions of the Element application and related software components to a central location. When a user next logs into Element the current versions of the software and components are copied to their local machine and registered. We are continually adding new software components to our system. Some of these are third party controls and some of these are .dlls developed in-house. These components are easily deployed or upgraded using the same download/update mechanism as the main application.

# PRŌMIUM

We speak the language of your lab

4. List the special access capabilities for which you provide the customer the ability to augment your solution. These might include touch screen, imaging, voice response, computer integrated telephony, wireless, etc.

Customers have run Element on tablet PCs with wireless network connectivity.

Visual symbols are used to help color-blind users with color-coded indicators and flags.

5. What is the source language(s) of the product?

VB6 with .NET

6. Is the source code available and, if so, under what conditions/terms?

Source code may be deposited in escrow if required to allow for business continuity. Source code is not otherwise made available.

7. What is ability to support industry standards in areas such as communication protocols, security, EDI, object technology, user interfaces, etc. Please comment on any area where you do NOT support industry standards.

Element uses standard database connection/communication protocols. Connections to the primary database are available through the ELMNTDATA.dll.

Element uses standard encryption algorithms for database and application logon security. Element supports a number of electronic COC import formats and a very large number of electronic data deliverable (EDD) output formats. We provide interpreters for importing data from instrument data files into Element. We do not provide bi-directional communication with any instrument hardware. We support some limited data import from several SCADA systems. We do not currently support any realtime, bi-directional EDI formats in the traditional sense of the term.

The Element user interface follows industry guidelines for design, functionality and layout as much as possible. More recently added features are more likely to conform to these guidelines. However, our goal is to provide a consistent look and feel and user experience across the application, as opposed to strict adherence to industry guidelines.

We do not provide an API for the Element application. An API for the ClientConnect application is provided through the ElementData.dll. An API for the older ElementWeb application is provided through the ELMNTDATA.dll.

8. Describe your ability to retain all user made changes to business rules, standard screens and standard reports when new releases of base software are installed.

Business rules, user access permissions and screen configurations are stored in the primary database and are not affected by installations of new software releases. Some dynamic user settings are stored in the registry. Again these are not affected by new software release.

### 3.3.3 Infrastructure

1. List all hardware/operating system platforms upon which your product is supported. Provide specifications in terms of processors, processor speed, memory requirements, and other sizing and

capacity factors to assist the City in budgeting for and acquiring hardware. List which industry standard benchmarks or guidelines measures are you using to establish this recommendation.

## Element DataSystem® Minimum System Recommendations

SERVER RECOMMENDATIONS:		
Configuration 1: Larger Labs (>20 concurrent users)	Configuration 2: Mid-Size Labs (11 – 20 concurrent users)	Configuration 3: Smaller Labs (1 – 10 concurrent users)
<b>Hardware:</b> <ul style="list-style-type: none"> <li>Core 2 Duo or Xeon Processor (2.33 GHz or Better)</li> <li>4GB (2x2GB) RAM</li> <li>RAID Disks (x8) 72GB each</li> <li>HotSpares (x2)</li> </ul>	<b>Hardware:</b> <ul style="list-style-type: none"> <li>Core 2 Duo or Xeon Processor (2.33 GHz or Better)</li> <li>4GB RAM</li> <li>200GB HDD x2 RAID-1 or 100HDD x4 RAID-5</li> </ul>	<b>Hardware:</b> <ul style="list-style-type: none"> <li>Core 2 Duo or Xeon Processor</li> <li>2-4GB RAM</li> <li>100GB HDD x2 RAID-1</li> </ul>
<b>Software:</b> <ul style="list-style-type: none"> <li>Microsoft® Windows Server 2003 Standard Edition (SP 2 or higher) with applicable number of client access licenses</li> <li>Microsoft® SQL Server 2005 Processor-specific License w/ Media</li> </ul>	<b>Software:</b> <ul style="list-style-type: none"> <li>Microsoft® Windows Server 2003 Standard Edition (SP 2 or higher) with applicable number of client access licenses</li> <li>Microsoft® SQL Server 2005 Standard with appropriate number of client access licenses</li> <li>Automated Backup Solution (i.e. Backup Exec, etc.)</li> </ul>	<b>Software:</b> <ul style="list-style-type: none"> <li>Microsoft® Windows Server 2003 Standard Edition (SP 2 or higher) with applicable number of client access licenses</li> <li>Microsoft® SQL Server 2005 Standard with appropriate number of client access licenses</li> </ul>
WORKSTATION/PRINTER		
Minimum Requirements	Recommended System	Power User Recommended System*
<b>Hardware:</b> <ul style="list-style-type: none"> <li>Pentium Dual core 2.33GHz or equivalent.</li> <li>512 MB RAM</li> <li>3.0 GB Hard-disk space</li> <li>Video adapter and monitor with Super VGA (800 x 600 or higher resolution)</li> <li>100 Base TX Network Card</li> </ul>	<b>Hardware:</b> <ul style="list-style-type: none"> <li>PC with Intel® Core2 Duo Processor</li> <li>1 – 2 GB RAM</li> <li>10 GB Hard-disk space</li> <li>Video adapter and monitor with Super VGA (1024 x 768 resolution)</li> <li>100 Base TX Network Card</li> </ul>	<b>Hardware:</b> <ul style="list-style-type: none"> <li>PC with Intel® Core 2 Duo processor</li> <li>4 GB RAM</li> <li>Video adapter and monitor with minimum (1024 x 768) resolution</li> <li>100 Base TX Network Card</li> </ul>
<b>Software</b> <ul style="list-style-type: none"> <li>Microsoft® Windows 2000</li> <li>Microsoft® Windows XP Professional (SP2 or higher)</li> <li>Microsoft® Windows Vista</li> <li>Microsoft® Windows 7</li> </ul>	<b>Printer</b> Reports should be produced using a laser printer or a printer capable of using or emulating HP PCL 4 or higher. A high-volume printer such as Dell's 5100 series is recommended for larger labs. A thermal label-printer, dot-matrix printer or laser printer may be used for labels.	

\* This configuration is recommended for those users who review very large sets of data (i.e. GCMS sequences) or who routinely produce data packages and final reports

2. Indicate whether each configuration is actually in production at a municipality relatively our size.

# PROMIUM

We speak the language of your lab

Server configuration 1 has been in use in various large municipal laboratories, as well as the various workstation configurations.

3. Describe what virtual server environments your application can be used on.

A number of customers have implemented their production database in the VMWare virtual environment.

4. List all desktop operating systems that you simultaneously support on a single installation/version of the application. Indicate hardware/operating system platform if that is a consideration for support. Examples of operating systems are Linux, Macintosh/OS 10.0, Windows 2000, Windows XP, Windows Vista, etc.

The Element client is a Windows application that runs on Windows 2000 or greater. A few customers have also been successful in running Element under the Wine emulator on a Linux desktop platform.

5. List all browsers that are certified for use with your application, and describe any required browser add-ons, function enablement, etc.

Browsers are used to access specific read-only reports and status via the Element ClientConnect portal. Full access is available through the Element DataSystem client application. No add-ons are required.

MSIE 6 or greater

Modern versions of Firefox and Chrome are supported as well.

## 3.3.4 Database

1. What technology does your relational database management system (RDMS) use to ensure integrity and completion of all transactions? Two-phase commit is one such technology.

Element supports SQL Server and Oracle RDBMS; both of these database systems support a Two-Phase Commit protocol. This protocol ensures that: either all transactions in a series of transactions are successful and committed; or all transactions are rolled back if any of the transactions fail.

Where appropriate and where a series of interdependent database queries must be run with an "all or nothing" mode of execution, Element uses transactions. If any of the queries in the series fail, the entire series of transactions are rolled back.

2. List all hardware/operating system platforms upon which your product's database(s) is/are supported. Indicate whether each configuration is actually in production at an institution relatively our size.

Database Name and Version(s)	Operating System(s)	Production Status (Y/N)
Oracle 9i or greater	Linux (various)	Y
Oracle 9i or greater	Windows Server 2003 or greater	Y
MS SQL Server 2005 or greater	Windows Server 2003 or greater	Y

3. Does your relational database management system (RDBMS) allow for providing selected data to another database residing on another server? If so, what methods are employed to maintain the consistency of the data and what are the system performance affects to the day to day operation of the system?

# PRŌMIUM

We speak the language of your lab

The database repository is a specific set of database tables that contain final results and data with a relatively low level of granularity. The repository is designed to improve overall performance. It may reside in the primary database or can exist as an independent database for optimal performance.

Migrated data resides in the repository database. Final results can also be posted to the repository for performance improvements (this eliminates the need to calculate final results on-demand from the granular data in the primary database). Final results are calculated and inserted in the repository upon generation of the final report.

- 1. Ability to recover the database or a subset to a specific point in time.  
This is a function of the database software.
- 2. Ability to purge and archive unneeded data.
- 3. Ability to distribute the application among multiple servers.
- 4. Ability to authorize user accounts/ids, passwords, and access rights from a single and central point of control.
- 5. Ability to attribute each transaction to a specific user.
- 6. Provision for reliable and secure method for user authentication that conforms to standard such as Kerberos, biometric ID, etc.  
Promium recommends domain authentication against an AD server
- 7. Provision for encryption capability option that prevents unauthorized access to data.  
Username and passwords are encrypted
- 8. Ability to backup and restore the entire database and subsets of the database while users are accessing the system.

Backup and restore functionality is provided by the database software, not by Element. The ability to restore the entire database or subsets while users are accessing the system is a function of the database software not Element.

- 9. Ability to update a remote database (either in batch or real-time) without significantly compromising overall system performance.

Updates to a remote database (such as the repository) can sometimes be off-loaded to a single workstation (report queue station) so that individual workstations are not burdened with performing this functionality.

### 3.3.5 Business Continuity

1. Describe the licensing requirements for redundant sites beyond the main site?

Element is licensed by the number of concurrent users, regardless of the site. Instruments and ClientConnect (web) users do not count against the number of available seats.

2. Identify the features of your product that support ease of movement to an alternative site for disaster recovery.

All business rules and client application configuration are stored within the database. This helps simplify portability of the entire environment.

- Crash tolerance - assuming that a UPS system is available for the database but not necessarily each Element client, it is possible to lose the active transaction during a power failure (assuming the client goes down and the database remains active). Database integrity is otherwise preserved.
  - Restart/Recovery – in an orderly shutdown of the database server (no active transactions at the time the database is taken offline), no loss of data will occur.
  - Application administrator security can be limited per user on a feature-by-feature basis, granting access to view, edit, or neither. Database server security is managed by the server OS and database itself. Simultaneous transactions are handled and properly addressed at the database.
  - Hardware redundancy - for full-time database availability, Promium recommends RAID mirroring and/or a clustered database environment following the database vendor's recommendations.
2. Describe additional services that you offer to support and assist the City to restore functionality and capacity if an incident exceeds the City's capability to respond.

Promium offers support by remote desktop, allowing technical staff to directly assist administrators with DR activities.

### 3.3.6 System Management

1. Considering our transaction volumes, what hardware capacity recommendations can you make for the platforms you support that gives a user a one-second response for the simplest action of a single record retrieval?

A one-second response for the simplest action of a single record retrieval can be met with moderate workstation hardware. For example this response time can be met with a workstation running a Windows 7 O/S (64 bit), with an Intel Core i5 CPU (2.67 GHz) and 4.0 GB of RAM. Other hardware configurations with less capacity will also meet this requirement. The ability to meet this requirement is dependent on database server hardware/OS and network connection speed.

2. How does the solution being proposed provide the capability to run in a state of "graceful degradation" during a partial disaster where less than all hardware components are running?

The Element client is quite portable, compatible with Windows 2000 or greater. As long as the client can connect to the database, it is able to be automatically configured with the parameters within the database itself. Thus, replacement of a lost client machine is relatively simple.

More catastrophic would be the loss of a common network resource: essentially the database(s) or the network shares that are available for file storage and instrument data import. In the event of a lost shared folder, Element's configuration screen allows the administrator to easily point to a new backup share. A mirrored network share would virtually eliminate this potential failure point.

# PROMIUM

We speak the language of your lab

Given that the database is the single most important entity of the system, Promium recommends a mirrored or clustered database. In the event of a complete database failure, the administrator can mount a backup database or point the clients to the proper backup database. Since all business rules and client machine configuration are stored in the database, it is relatively easy to restore the state of the entire system to the instance of the last nightly database backup.

Database	Local Paths	Server Paths
Central File Paths		
Base Path		C:\Program Files (x86)\Promium\Element\ServerFol
Updates		C:\Program Files (x86)\Promium\Element\ServerFol
Bid		C:\Program Files (x86)\Promium\Element\ServerFol
Invoice		C:\Program Files (x86)\Promium\Element\ServerFol
EDD		C:\Program Files (x86)\Promium\Element\ServerFol
Report		C:\Program Files (x86)\Promium\Element\ServerFol
TransferIn		C:\Program Files (x86)\Promium\Element\ServerFol
TransferOut		C:\Program Files (x86)\Promium\Element\ServerFol
Database		C:\Program Files (x86)\Promium\Element\ServerFol
SOP		C:\Program Files (x86)\Promium\Element\ServerFol
PDF		C:\Program Files (x86)\Promium\Element\ServerFol
BenchSheets		C:\Program Files (x86)\Promium\Element\ServerFol

Server path configuration tab

- \_Y\_ 1. Ability to recover the database or a subset to a specific point in time.
- \_Y\_ 2. Ability to back-up and restore the entire database and subsets of the database while users are accessing the system.

This will depend on the database software and its available recovery models.

- \_Y\_ 3. Ability to access all components of the job scheduling system, and manage all jobs from a single location in addition to control from the originating module.

A single workstation can be designated as a "report queue workstation" to execute report/edds automatically. This workstation can also be used to access all functionality in Element including Report Spooling, Bottle Order Spooling, Route Sheet Spooling, etc.



# PROMIUM

We speak the language of your lab

4. Provision for one-job scheduling mechanism to be used and shared by all jobs from all modules.

Reports/EDDs/Automated emails can be automatically added to the Report Queue by setting the Project Report options AutoSpoolDraft and AutoSpoolFinal. The report/edd records are added to the Report Queue when the work order status changes to Reviewable or Reportable. The Report Queue can be set to Execute every 1-1440 minutes.)

5. Ability to run batch jobs while users are accessing the application without significantly compromising overall system performance.

A workstation can be designated as a report queue station for executing reports, edds and automated emailing. This transfers the burden of generating this type of information from the user's workstation to a central workstation dedicated to these tasks

6. Ability to record and track on-line versions between modules.  
A record of the version of the various Element components is maintained. This is important, considering that the administrator has the authority update either part of all of the Element client application when software updates are available.

7. Ability to support automated on-line distribution of all files and software releases to all clients and servers from a designated server.

8. Ability to distribute the database among multiple servers.

9. Ability to monitor and tune the application to enhance response time and other performance metrics.

Performance monitoring and tuning is limited to that provided by the database software.

10. Ability to provide a suite of tools to monitor and control all production processes.

A number of screens and reports are provided throughout Element to monitor laboratory processes. These include: Bench Sheets, Query/Update Analysis Status, Query/Update Work Status, Work Count, TAT Charts and Control Charts. A number of preconfigured management reports are provided with Element and customized versions of these reports can be developed.

11. Provision for error logs and messages to assess performance related events.

Error logs and messages are provided through out Element. Performance messages are generally associated with query timeouts and database connection errors.

12. Ability to authorize user accounts/ids, passwords, and access rights from a single and central point of control.

# PROMIUM

We speak the language of your lab

- \_Y\_ 13. Ability to delegate authorization of access to modules of the application to departments responsible for that level of authorization.
- \_Y\_ 14. Ability to attribute each transaction to a specific user.
- \_Y\_ 15. Provision for optional time-out and auto logout of an inactive application session.

## 3.3.7 Interfaces

1. List which standard data interface formats and methods you natively support (XML, CSV, EDI, etc.).

XML, CSV, DOC, XLS, MDB, TXT, COC

In addition, Element DataTool supports over 230 laboratory instruments. Element also offers invoice exporting to various accounting systems in native file format.

2. The application should have provision in the program for any subroutines on accepted data such aggregation, subtotaling, concatenation, etc. List what types of subroutine are supported in existing data interfaces.

The DataTool instrument interpreters provide subroutines for the four arithmetic operations to generate results for calculated analytes. Such results can be imported directly into Element as a calculated analyte.

Custom equations within Element can be used for complex calculations. Such calculations are performed on data that has either been manually entered or imported to Element.

Analyte-specific data options are also available in a checkbox format, simplifying data handling rules:

<input checked="" type="checkbox"/> Use extraction final/initial	<input type="checkbox"/> Use Custom Equation	<b>Flags</b>
<input type="checkbox"/> Report DET/ND results	<input type="checkbox"/> Use Cleanup Factor	
<input type="checkbox"/> Dry-weight correct results	<input type="checkbox"/> Use Cleanup final/initial	<input type="checkbox"/> B
<input type="checkbox"/> Dry-weight correct MDL/MRL	<input type="checkbox"/> Heated Purge	<input type="checkbox"/> D
<input type="checkbox"/> Use %Recovery for RPD	<input type="checkbox"/> Dual Column	<input type="checkbox"/> E
<input type="checkbox"/> Report results to MDL	<input type="checkbox"/> Use Extraction Solids	<input type="checkbox"/> J
<input checked="" type="checkbox"/> Report results to MRL	<input type="checkbox"/> Use Extraction pH	<input type="checkbox"/> U
<input type="checkbox"/> Report results to Zero	<input type="checkbox"/> Report %R and RPD as Integers	
<input type="checkbox"/> Simultaneous Prep/Analysis	<input type="checkbox"/> Append DL/RE/RX to Sample Name	
<input checked="" type="checkbox"/> Adjust MDL/MRL for prep ratio variation	<input type="checkbox"/> Use CLP Rounding Rules	
<input type="checkbox"/> Compensate for water-miscible solvent	<input type="checkbox"/> Report ZZZZ Samples	
<input type="checkbox"/> Ignore dilution in result calculation	<input type="checkbox"/> E-Flag on Linear Range Value	
<input type="checkbox"/> Ignore dilution in MDL/MRL calculation	<input type="checkbox"/> E-Flag on Calibration Response	
<input checked="" type="checkbox"/> MDL Inclusive	<input type="checkbox"/> Exclude Unassociated Sequence QC	
<input checked="" type="checkbox"/> MRL Inclusive	<input type="checkbox"/> Compare unrounded values to MDL/MRL	
<input type="checkbox"/> Adjust MinMRL based on MDL	<input type="checkbox"/> Compare unrounded values to QC Limits	
<input type="checkbox"/> No Dry Wt. Correction Allowed		

Data Options tab

- 3 The LIMS vendor shall also make available data feeds for an external database, separate from the LIMS data base, per the Addendum in Attachment II.

Promium will follow a methodology similar to that described for data migration. The methodology will allow Promium to fully assess the data feed requirements and develop a strategy to develop and maintain a data feed from LIMS to the WQDB. The data feed methodology is a multiple phase process. The phases are as follows:

- Data Feed Strategy
- WQDB Analysis
- Data Feed Design and Development
- Testing and Implementation

Promium will execute these phases to recommend a solution to transfer approved LIMS data to the WQDB staging tables. Data will be updated daily at a minimum though the solution will evaluate more frequent updates depending on system performance. The solution will also map data to the existing lookup tables to maintain ease of use with the WQNET and EMPACT systems.

## 4. Support and Services

### 4.1 Training

1. What provision do you have for providing primary training for the proposed system? Training shall be adequate to the needs of the typical systems user and administrator.

Promium has a very comprehensive training program that is configured for the TWQ lab. All classes will be conducted onsite at the TWQ lab so that we can work with TWQL data to provide real-case scenarios. This method allows for a train the trainer approach, and for the trainer to simulate exactly how Element will work within the TWQL production environment. Hard copies/soft copies of training materials are provided.

2. What provision do you make for training the typical system user training to address those issues that will be encountered during day-to-day use? Be sure to include training on all system functionality—including screen and report use—and ad hoc report creation and use.

Training sessions are customized for users' specific responsibilities, allowing trainers to focus on relevant topics for day-to-day activity. Real-world situations, samples, instrument interpreters, reports, etc. are all used to simulate the production environment as accurately as possible, enabling trainees to get the most effective functional education possible.

3. What provision do you make for Administrator training to address those issues involved with the administration of the system? Should it be a separate training session?

As with the other training sessions, the LIMS Administrator training is conducted separately. The administrator training process begins with the initiation of the implementation process, and the administrator participates in various stages of the early implementation and configuration of the system.

4. Do you have the ability to provide web-based training?

Yes

5. What provision have you made for having a system environment available for training exercises?

Training is typically conducted on-site, enabling users to be educated in their own working environment, with their own instruments, data, client machines, etc. Training is typically conducted on a test database, which is typically a copy of the actual production database.

6. List in the following table each training module, its length, whether or not it is on-site, whether it is designed for technical or administrator/user level audience, and if optional or required.

Training Module	Class Days/Hours	On or Off Site	Audience	Optional or Required
See list below				

## **End-User Training (all sessions are onsite at TWQL)**

Conducted Onsite

Project Management – covers setting up and maintaining Client and Project record in Element DataSystem. Also included are Bids, Invoicing, creating Reports and EDDs. This training is broken into 4 Classes.

Project Management – 1: 1.5 hr (LIMS Admin, CSRs, Lab Management)

- Element Introduction, Data Hierarchy, and Status Paths
- Adding and editing Client records,
- Basic project setup,
- Logging Work Orders and Samples into the system. Generating backlog reports and querying the database for sample records and test results.

Project Management – 2: 1.5 hr (LIMS Admin, CSRs, Lab Management)

- Parent and Child Projects
- Customizing Analyses for Projects
- Defining samples and scheduling sample collection
- Report Options

Project Management – 3: 1.0 hr (LIMS Admin, CSRs, Accounting, Lab Management)

- Element Pricing
- Creating Bids for Clients and Projects
- Editing Prices
- Invoicing in Element

Project Management – 4: 1.5 hr (LIMS Admin, CSRs, Lab Management)

- Reports and EDDs
- Using EDD cross-tables
- Historical Data

Management Reports and SQL Queries Sample Control – 2 classes, Covers actions needed to log Work Orders and Samples into the system. Also covers bottle orders, route sheets, sample custody and disposal.

Sample Control-1: 1.5 hr (LIMS Admin, Sample Receiving Staff)

- Element Introduction, Data Hierarchy, and Status Paths
- Add Work Order, set Project Cooler Information
- Assign Samples to Work Order, Assign Analyses to Sample
- Editing Sample and Container information
- Printing Work Order reports, sample labels, Attaching COC to Work Order
- Using Quick Log, Bottle Order and Route sheets to login pre-logged samples
- Using the Bulk Sample Editor and Field Data sheet

Sample Control-2: 1.5 hr (LIMS Admin, Sample Receiving Staff)

# PROMIUM

We speak the language of your lab

- Import/Export Work Order
- Subcontracting Analyses and Generating Subcontract forms
- Internal Sample COC and Sample Custody
- Sample Disposal
- Using Query Analysis/ Query Work Status dialogs
- Using the Update Work/Update Analysis status dialogs

Laboratory – Training for the laboratory personnel is divided into 5 classes. These will cover all laboratory activities in Element DataSystem and the Element DataTool functionality.

Laboratory-1: 2 hr (LIMS Admin, Laboratory Analysts and Technicians)

- Element Introduction 1, Data Hierarchy, and Status Paths
- Element Introduction 2, Analysis setup and how samples are logged into the system
- Creating Standards and Reagents in Element
- Using Query Analysis Status dialog to create backlog reports

Laboratory-2: 2 hr (LIMS Admin, Laboratory Analysts and Technicians)

- Creating Batches, Assigning Prep Methods and Analyses, reagents and surrogate standards
- Bench Sheets, Adding samples to the Batch. Defining QC samples, Standards and duplicates
- Spiking, Assigning spike amounts and determining spike types
- Rebatching, Creating Re-Extract samples and assigning to batches
- Exporting Bench Sheet information, printing prep labels and work sheets.
- Working with Leachates and Extracts

Laboratory 3: 2 hr (LIMS Admin, Laboratory Analysts and Technicians)

- Data Entry
- Manual Data Entry based upon Batched Samples
- Reviewing Data and Updating Analysis Status
- Assigning Qualifiers
- Audit Trail for results and qualifiers
- Final Review of Data

Laboratory 4 – Element DataTool Operations: 2 hr (LIMS Admin, Laboratory Analysts)

- DataTool Overview
- Cross Table, defined and purpose of
- Invoking DataTool from within Element data entry table dialog
- Browsing for Instrument file type.
- Using the Calculated analyte feature in DataTool
- Data Entry using DataTool
- Additional Features of DataTool

Laboratory 5 – Sequencing and Calibrations: 2 hr (LIMS Admin, Laboratory Analysts)

- Intro to Sequencing
- Creating Sequence from within Element
- Creating Sequence from DataTool file

# PRŌMIUM

We speak the language of your lab

- Create Calibration from instrument data
- Attaching Calibrations to Sequence
- Creating Reshot and Re-extract samples from Sequence dialog

Quality Assurance – 1 class on QA procedures in Element: 1.5 hr (LIMS Admin, QA, Senior Chemists and supervisors)

- Setup of Analyses and Prep Methods
- Data Review using Data Review checklists
- Audit trail
- Creating and applying QC Control charts

## **Administrator and Core Group Onsite Training**

Conducted On Site

Element Overview: 3hr (LIMS Admin, Core Group)

- Clients Projects, Work Orders and Samples
- Batching Data Entry and Sequencing
- DataTool operations
- Reviewing and Reporting Data

Installation of Element 1.5 hr (LIMS Admin, Core Group, IT)

- Installation of Software
- Creating the Element Server Files
- How Element file structure is maintained
- Managing related documents
- Updating Element and DataTool software

Setup of Element-1: 1 hr (LIMS Admin, Core Group)

- Lab Info and Code Patterns
- Users and Departments
- Static Tables

Setup of Element-2: 6 hr (LIMS Admin, Core Group)

- Setting up Analyses and Preparation Methods
- User-Defined fields

Setup of Element-3: 3 hr (LIMS Admin, Core Group)

- Creating Clients in Element
- Introduction to Projects

MessageManager for Email messages: 1 hr (LIMS Admin, IT)

- Installing MessageManager
- Linking to Email program and database
- How MessageManager works

# PROMIUM

We speak the language of your lab

- Setting up SQL Queries and Report Options
- Using System Messages

## **Administrator and Core Group Offsite Training**

Offsite Training will primarily be focused on the Core Group though others may be brought in as necessary.

### Project Management – Project Management Training for Core Group

#### Project Management: 1. 2hr

- Adding and editing Client records,
- Basic project setup,
- Logging Work Orders and Samples into the system. Generating backlog reports and querying the database for sample records and test results.
- SubContracting Analyses

#### Project Management: 2. 2 hr

- Parent and Child Projects
- Customizing Analyses for Projects
- Defining samples and scheduling sample collection
- Project Report Options

#### Project Management: 3 2hr

- Reports and EDDs
- Using EDD cross-tables
- Historical Data
- Management Reports and SQL Queries

#### Laboratory Standards: 2hr

- Creating and managing standard and reagent records in Element
- Printing Standard Info and Labels
- Attaching Documents to Standard Records

## **Training Offered in Bothell, WA (offsite)**

Element and Crystal Report Workshop: 3 days

The Element and Crystal Report Workshop is held quarterly at Promium offices in Bothell, WA. 3-Day Workshop focuses on creating SAP Crystal Report formats that can be run from within Element DataSystem. Included in the workshop are the following:

- Creating and maintaining report SQL queries in Element
- Working with output files
- Basic Crystal Reports
- Using Crystal Reports to create a laboratory report



## 4.2 Implementation

1. The Tucson Water Quality Laboratory requires an aggressive implementation schedule (as described in section A of the RFP). Please state the assumptions that are implicit in your implementation timetable (City resources, your resources, third parties, etc.) and list the effect(s) of those assumptions not being met.

Please see #6 below.

2. The Tucson Water Quality Laboratory (TWQL) will perform overall project management. Describe what provisions you will make to provide a project manager for your staff who will support overall project objectives and work effectively with the TWQL project manager and staff.

Director of Implementation and Training John Albert will act as Promium's Project Manager for TWQL. John has extensive experience working with our new clients, resulting in a very high rate of successful Element implementations and loyal customers.

3. Briefly describe your own project management methodology.

### Phased Implementation Methodology

Promium has celebrated its 12th year of successful implementation services to over 240 environmental laboratories. The Promium implementation plan will work in partnership with all stakeholders of the project, including laboratory managers and IT managers, to begin the LIMS contract and design the schedule.

As described in the schedule below, Promium and all stakeholders will first identify and document project goals and objectives, clearly define roles and responsibilities, and provide dedicated resources to the project. Specific deliverables once the contract is awarded will be outlined in an agreed-upon Gantt chart. Promium will begin bi-weekly team meetings via teleconference or in person with stakeholders as part of the communication management plan. A project management plan will also be agreed upon and implemented in concert with TWQL's Project Manager and IT department. A continuous and open dialogue between Promium and all stakeholders will ensure a timely and successful implementation.

Stakeholder reviews will be part of the meetings, and as outlined in the tables, Promium will provide deliverables, requesting that TWQL review and comment within five to seven days after receipt of a deliverable. If stakeholder reviews or changes to customization requests are delayed, then these will be reflected in a revised Gantt chart.

4. Please attach a high-level project schedule, with milestones from each implementation phase.

See # 6 below.

5. Describe your approach to project communication, the strategy, the calendar, and responsible parties.

Weekly conference call or onsite meetings take place through the entire implementation at a schedule that permits the inclusion of key personnel for both parties. Deliverables are reviewed and assigned, and the Gantt chart updated accordingly with schedule changes.

# PRŌMIUM

We speak the language of your lab

6. List in recommended order of implementation the proposed solution's tasks as, their average or typical implementation time, the suggested number of vendor on-site consultants, suggested number of customer staff, and the tasks' dependency upon activity. Immediately following the table, include any assumptions upon which your suggestions are based.

# PROMIUM

We speak the language of your lab

		Nov 2011	Dec 2011	Jan 2012	Feb 2012	Mar 2012	Apr 2012	May 2012	Jun 2012
		156	174	192	210	228	246	264	282
	City of Tucson, Tucson Water Quality Laboratory	11/1/2011	7/6/2012	1800					
	Contract Awarded (PO Received)	11/1/2011	11/1/2011	16					
	Initial Teleconference Team Meeting	11/7/2011	11/7/2011	16					
	SOW Released, Element LIMS Software	11/7/2011	11/10/2011	48					
	Initial Kick off Teleconference	11/11/2011	11/11/2011	16					
	Implementation, Installation and Data Migration	11/12/2011	7/10/2012	1800					
	Project Management	11/12/2011	7/6/2012	1800					
	Initial Onsite Visit, which includes 3 one day training sessions for Senior Staff of TWQL as LIMS Admins, for Train the Trainer approach, and instrument interfaces for data collection	12/1/2011	7/25/2011	36					
	Begin DataTool Interpretation of Instruments and confirm timeline for Data Migration Plans	12/2/2011	12/14/2011	36					
10	Onsite Progress meeting with 80% completion tasks and deliverables	1/5/2012	1/5/2012	16					
	Promium develop new DataTool interfaces (if necessary) Promium SEDD and EDDO Programming Promium Report Development	12/12/2011	3/22/2012	800					
	LIMS Admins and Promium will Populate LIMS Database with Element DataSystem	1/10/2012	3/12/2012	450					
	Remote Technical Support during Client Database Population	1/10/2012	3/12/2012	450					
14	Initial Testing of Element, Reports and EDD Formats	2/16/2012	2/22/2012	50					
15	Water Quality Database configuration	2/22/2012	3/1/2012	70					
16	Onsite Progress Meeting with 80% completion of installation and implementation of Element	3/1/2012	3/1/2012	16					
17	Management of Data Migration of Seepbak data from 1999 to present with out CAQC data.	1/5/2012	3/7/2012	450					
	Train the Trainer classes with TWQL as Potential Trainers and Promium as Support. Classes include: Sample of End User Training, Sample Control, Project Management, Quality Assurance, Analyst training, Database Administrator and ClientConnect.	2/22/2012	3/6/2012	100					
19	Progress meeting with 90% completion of installation and Migration of Seepbak data	4/4/2012	4/4/2012	16					
	Final Onsite Testing and Acceptance	5/23/2012	8/12/2012	150					
	Final Meeting with all tasks to be completed.	6/19/2012	6/21/2012	50					
	Go-Live								

Gantt chart reflecting proposed implementation schedule

# PRŌMIUM

We speak the language of your lab

A. Initial Teleconference		
<b>On Conference Call:</b>	TWQL LIMS Manager, IT, TWQL Contract Officer, Promium Project Manager, Implementation Engineer and Development Manager for Customization	
<b>Goal:</b>	<ul style="list-style-type: none"> <li>✓ Determine project start date</li> <li>✓ Review contract</li> <li>✓ Identify all personnel involved</li> </ul>	

B. Initial Project Team Meeting		
<b>Participants:</b>	TWQL Project Manager, Promium Project Manager, IT, other LIMS stakeholders, and other Project Team Members with TWQL and Promium as requested	
<b>Goal:</b>	<ul style="list-style-type: none"> <li>✓ Agree on project scope and timelines</li> <li>✓ Revise Gantt chart for agreed-upon schedule</li> <li>✓ Develop and determine communication plan</li> <li>✓ Define expectations of deliverables and tasks from TWQL, IT and Promium</li> <li>✓ TWQL will be responsible for configuring the hardware-Promium and client will determine as needed, training and data conversion/migration</li> <li>✓ Promium, IT and TWQL will determine if all hardware and software within the laboratory meet optimum performance requirements</li> <li>✓ Determine bi-weekly meeting dates and times</li> </ul>	
<b>Deliverables:</b>	<ul style="list-style-type: none"> <li>▪ Revised Gantt chart</li> <li>▪ Provide final written work breakdown plan</li> <li>▪ Communication plan outline</li> <li>▪ List of all project team member roles, authority and contact information</li> <li>▪ List of tasks for each team member and dates of expected completion</li> <li>▪ Determine additional hardware/software needed for project</li> <li>▪ Agree and document bi-weekly communication schedule</li> </ul>	

## Section C is part of Initial Site visit

C. Optimal Process Flow		
<b>Participants:</b>	TWQL Project Manager and Promium Project Manager/Implementation Engineer	
<b>Goal:</b>	<ul style="list-style-type: none"> <li>✓ Determine optimal process flow for the LIMS to meet TWQL goals and long term trends. Determine optimal Element features and functionality needed by TWQL. Implement changes as needed to complement existing reporting patterns</li> <li>✓ Determine all user requirements</li> <li>✓ Determine current, and possibly future, instrument interpretation</li> <li>✓ Determine if "As Is" process flow is truly representative</li> <li>✓ Determine if "To Be" Design is optimal for TWQL and Element</li> <li>✓ Make suggestions as needed for improved LIMS design</li> <li>✓ Provide stakeholder reviews of system configuration</li> </ul>	

# PROMIUM

We speak the language of your lab

<b>Deliverables:</b>	<ul style="list-style-type: none"> <li>▪ Document user requirements</li> <li>▪ Final instrument interpreter list (same as interface development)</li> <li>▪ Finalize any agreed-upon opportunities for improvement</li> </ul>
----------------------	---

D. Installation and Implementation Plan of Element	
<b>Participants:</b>	TWQL LIMS Administrator, IT Manager and Promium Project Managers/Implementation Engineers
<b>Goal:</b>	<ul style="list-style-type: none"> <li>✓ Determine all server and client hardware and operating systems</li> <li>✓ Design agreed-upon custom formats for client reports and routine printing jobs</li> <li>✓ Address bar code usage and equipment</li> <li>✓ Determine existing and custom electronic data deliverables (EDDs)</li> <li>✓ Interface instruments and data systems</li> <li>✓ Requirements for any external accounting packages to which invoices will be exported</li> <li>✓ Develop LIMS data conversion/migration path to be imported into Element</li> <li>✓ Install working database and shared folders on designated Element server</li> <li>✓ Include field sampling data entry communication information</li> <li>✓ Install Element client-side interface on client computers</li> <li>✓ Setup and configure MessageManager</li> </ul>
<b>Deliverables:</b>	<ul style="list-style-type: none"> <li>▪ Sign off on Implementation Plan</li> </ul>

E. LIMS Administrator Training	
<b>Participants:</b>	TWQL Project Manager, Promium Implementation Engineer/Training Specialist, TWQL Network Administrator and dedicated LIMS Administrator
<b>Goal:</b>	<ul style="list-style-type: none"> <li>✓ Train system administrators on administration features of Element</li> <li>✓ Database/administration managers and possibly QA operations personnel will have two classes</li> <li>✓ Admin users will learn Element vocabulary, interface, buttons, SQL query dialog, Crystal Reports, EDD customization and how to set up security features. Will also learn how to set up clients, projects, analytical and preparation methods and manage LIMS static tables</li> </ul>
<b>Deliverables:</b>	<ul style="list-style-type: none"> <li>▪ Training syllabuses</li> <li>▪ Completion of administrator training</li> <li>▪ Documentation of completed training</li> </ul>

F. Population of LIMS Database and Development of EDD and Report Formats	
<b>Participants:</b>	TWQL LIMS Administrator, Promium Project Managers/Implementation Engineers and Developers

# PROMIUM

We speak the language of your lab

	<b>Goal:</b>	<ul style="list-style-type: none"> <li>✓ Populate static table information in database</li> <li>✓ Import client list from current database</li> <li>✓ Build analytical test methods and preparation methods</li> <li>✓ Develop EDD and report formats</li> <li>✓ Develop sample label formats and other print report formats</li> <li>✓ Complete all custom programming</li> </ul>
	<b>Deliverables:</b>	<ul style="list-style-type: none"> <li>▪ All static tables fully populated</li> <li>▪ Analytical and prep methods established in LIMS</li> <li>▪ Client table fully populated</li> <li>▪ Report and EDD formats delivered to TWQL</li> <li>▪ Label and other print report formats completed and delivered to TWQL</li> </ul>

G. Initial Testing		
	<b>Participants:</b>	TWQL Project Manager, Promium Implementation Engineer and Network Administrator (if different from TWQL Project Manager)
	<b>Goal:</b>	<ul style="list-style-type: none"> <li>✓ Initial testing of Element DataSystem</li> <li>✓ Create project and log samples into system</li> <li>✓ Enter laboratory data manually and using DataTool</li> <li>✓ Create an EDD in standard, or if applicable, client-specific format</li> <li>✓ Create and print invoice and export invoice data ( if applicable ) into accounting package</li> <li>✓ Send example email notification via MessageManager</li> <li>✓ Develop schedule for acceptance test planning</li> </ul>
	<b>Deliverables:</b>	<ul style="list-style-type: none"> <li>▪ Full test of Element on limited data set</li> <li>▪ Identify and apply corrective actions as needed</li> </ul>

H. Preparation for LIMS Training		
	<b>Participants:</b>	TWQL and potential LIMS users, Promium Implementation Engineer/Training Specialist and Administration
	<b>Goal:</b>	<ul style="list-style-type: none"> <li>✓ Set up classroom and training schedules</li> <li>✓ Designate and set aside appropriate space at the laboratory to perform training classes for users</li> <li>✓ Move training computers into the room and set up with Element LIMS training database</li> <li>✓ Schedule users to attend various training sessions appropriate to their roles within the various laboratory divisions</li> <li>✓ Access to internet while in training class</li> </ul>
	<b>Deliverables:</b>	<ul style="list-style-type: none"> <li>▪ Training materials</li> <li>▪ Training space and computers provided by TWQL</li> <li>▪ List of TWQL users and type of classes to attend</li> <li>▪ Schedule of classes and amount of time needed by TWQL users to attend</li> </ul>

# PRŌMIUM

We speak the language of your lab

	<ul style="list-style-type: none"> <li>▪ Classroom-style training specifically designed to address priorities of end users</li> <li>▪ Personnel training documentation</li> </ul>
--	---

I. Training for End Users	
<b>Participants:</b>	TWQL Project Manager, Promium Implementation Engineer/Training Specialist, Laboratory End Users
<b>Goal:</b>	<ul style="list-style-type: none"> <li>✓ Train end users with hands-on training within dedicated space at TWQL on their computers</li> <li>✓ Promium will use TWQL s laboratory database to demonstrate and walk through the various phases of end users' features and responsibilities</li> <li>✓ End users will actually work with sample control personnel and start logging in live customer samples and verify client and project information</li> <li>✓ End users will, at a minimum, learn import/export of COC, quick log, analysis set up, query analysis status, standards, batching bench sheets, diluted spikes, printing, audit trail, review and reporting</li> <li>✓ Promium provides detailed instructions on selected features and tasks of Element that affect various users</li> <li>✓ Training is an average of two hours per session</li> <li>✓ Types of users to attend are: GC, GCMS, ICP, ICPMS, IC, LC users for DataTool instrument interface</li> <li>✓ Laboratory Managers and Project Managers to attend project management class</li> <li>✓ QA managers to learn about quality assurance administration</li> <li>✓ Since Element is TNI driven, courses provide insurance needed to make sure TWQL is compliant</li> <li>✓ Project managers and accounting personnel to learn additional accounting features</li> <li>✓ Sample control personnel to learn about disposal and internal chain of custody</li> <li>✓ MessageManager training and ClientConnect interface training</li> </ul>
<b>Deliverables:</b>	<ul style="list-style-type: none"> <li>▪ Training manual</li> <li>▪ Training syllabuses</li> <li>▪ Documentation of completed training</li> </ul>

II. Testing and Acceptance	
<b>Participants:</b>	TWQL Project Manager, Promium Implementation Engineer, Network Administrator (if different from TWQL Project Manager)
<b>Goal:</b>	<ul style="list-style-type: none"> <li>✓ Begin parallel testing of Element with current LIMS (Sapphire)</li> <li>✓ Create projects for laboratory testing and log samples as received by laboratory</li> <li>✓ Print sample labels and sample receipt reports</li> <li>✓ Create batches and enter data</li> <li>✓ Import actual data from instrument using DataTool</li> <li>✓ Report actual client data using client-specific report formats</li> <li>✓ Create an EDD in standard, or if applicable, client-specific format</li> <li>✓ Create, print and invoice an actual work order</li> </ul>

# PROMIUM

We speak the language of your lab

		<ul style="list-style-type: none"> <li>✓ Export invoice data ( if applicable ) into accounting package</li> <li>✓ Send example email notification via MessageManager</li> <li>✓ Schedule and produce automatic query and/or report via MessageManager</li> <li>✓ Activate Element and "Go Live"</li> <li>✓ Develop schedule for acceptance test planning</li> <li>✓ Plan for parallel operation during warranty period</li> </ul>
	<b>Deliverables:</b>	<ul style="list-style-type: none"> <li>▪ Promium and TWQL will be monitoring the life cycle of a sample through the TWQL laboratory on a daily basis</li> <li>▪ Make any corrective actions as needed</li> <li>▪ Review and approve all remote sample formats</li> <li>▪ Sign off on final system acceptance</li> <li>▪ Create transition plan for long term support</li> </ul>

R. First Year of Annual Support		
	<b>Participants:</b>	TWQL Project Manager (if needed), Promium Technical Support Team, including Implementation Engineers who installed at TWQL s location and Developers that developed customizations
	<b>Goal:</b>	<ul style="list-style-type: none"> <li>✓ First year of annual support is included</li> <li>✓ Provide excellent support for the first year and beyond with an annual maintenance agreement on Element</li> <li>✓ Receive live on-line support</li> <li>✓ Provide telephone support 24/7.</li> <li>✓ TWQL to designate one contact person to handle technical support</li> <li>✓ TWQL can also access an on-line knowledge forum with other users of Element, which provides peer group ideas on customizations and other technical features</li> <li>✓ Provide software updates and support on system components such as executables, libraries, controls, report formats and supporting files</li> </ul>
	<b>Deliverables:</b>	<ul style="list-style-type: none"> <li>▪ Provide technical support for Element through on-line database, email and voice mail and if needed onsite.</li> <li>▪ On-line web-based support</li> <li>▪ Provide detailed analysis of support questions to determine if additional training in a specific area needs to be addressed or refreshed</li> </ul>



## **Data Migration**

The Promium team will follow a proven methodology to migrate the data from the current Seedpak system into the Element LIMS. The Element data structure contains tables to store legacy data and was specifically designed to allow organizations to easily access current and historical data from the same interface. The Element design combined with the migration methodology, assures that data migration portion of the project is completed correctly and according to the project schedule.

The data migration methodology is a multiple phase process. Each phase will contribute to a successful data migration and allow for the migrated data to be properly maintained. The phases are as follows:

- Migration Strategy
- Data Source Analysis
- Migration Design
- Building Structure
- Testing and Implementation
- Revisions
- Maintenance

## **Migration Strategy**

The focus of the overall data migration effort is determined in the strategy phase. Since most data migration projects result from system replacement, they often represent a small portion of the overall project.

Migrating data from the TWQL systems requires three major phases:

- Data Extraction
- Data Transformation
- Data Load

It is the core process that describes how the data is obtained, transformed, and loaded into the final repository. Each step of the process will be slightly different depending on the data source and where its data will ultimately be maintained.

Each of the three primary components of the data Extraction, Transformation, Load "ETL" process is discussed below:

### **Data Extraction**

The data extraction step is responsible for extracting data from the source system. During extraction, data may be removed from the source system or a copy made and the original data retained in the source system. Extracted data is loaded into the data staging area (a relational database usually separate from the destination database), for manipulation by the remaining processes.

Data extraction is generally performed within the source system itself, especially if it is a relational database to which extraction procedures can easily be added. It is also possible for the extraction logic to exist in the data staging area and query the source system for data using ODBC, OLE DB, or other APIs. For legacy systems, the most common method of data extraction is for the legacy system to produce text files, although many newer systems offer direct query APIs or accommodate access through ODBC or OLE DB.

### ***Data Transformation***

The transformation phase is responsible for data validation, data accuracy, data type conversion, and business rule application. It is the most complicated of the ETL elements. It may appear to be more efficient to perform some transformations as the data is being extracted (inline transformation); however, an ETL system that uses inline transformations during extraction is less robust and flexible than one that confines transformations to the transformation step. Tools used in the transformation element vary. Some data validation and data accuracy checking can be accomplished with straightforward SQL code.

### ***Data Load***

The ETL loading step is responsible for loading transformed data into the destination database. The destination database is usually updated periodically rather than continuously, and large numbers of records are often loaded to multiple tables in a single data load. The data warehouse is often taken offline during update operations so that data can be loaded faster. The design of the loading element should focus on efficiency and performance to minimize the data warehouse offline time.

### ***Data Source Analysis***

The primary aim of the analysis phase in data migration projects is to identify the data sources that must be transported into the new system. Data sources are not limited to actual data processing systems, but can also include tools and/or formatted files created by users to accomplish their daily tasks outside the normal systems. The next important part of the analysis phase involves evaluating the actual data. The data will be examined for both data quality and to identify those data that should be migrated. The analysis may uncover errors such as incorrect or missing data. If so, the data will undergo a cleaning step prior to the migration. Promium will work with TWQL representative to determine the corrective action for each error type.

### ***Migration Design***

Once the high value legacy data sources have been evaluated, the process of data selection is initiated. Each targeted data source will be reviewed by examining each data element individually and determining if it will be moved into a data archive or become a component of the data warehouse. The design phase is essentially the act of making a checklist of the legacy data elements that must be migrated.

Once the migration design is complete, the actual mapping process can be initiated.

### ***Data Migration Testing and Implementation***

Testing and implementation are often combined into one phase since they occur at the same time in most projects. Testing breaks down into two core subject areas: logical errors and physical errors. Physical errors are typically associated with the scripts developed to extract, transform, and load data.

# PROMIUM

We speak the language of your lab

Logical errors are best identified during implementation. The first step is to execute the mapping. Even if the mapping is completed successfully, we must still ask questions such as:

- How many records did we expect this script to create?
- Did the correct number of records get created? If not, why?
- Has the data been loaded into the correct fields?
- Has the data been formatted correctly?

After the data has been migrated, the goal is to verify the answers to these questions and to allow access to the data by a few designated users to assure that all high level data was included during the initial migration design phase and mapping.

## Revisions

The revision phase is where any required cleanup is managed. Each and every data model modification, transformation rule adjustment, and script modification are essentially combined to form the revision phase. Once this phase is completed, all of the legacy data that was target for the migration will exist on the new platform either in an archive format or within the newly created data warehouse.

At this point, the legacy systems will no longer be required and all data going forward will be collected in the new LIMS. If the LIMS is not fully implemented, then an additional data migration event may occur later utilizing the same tools developed for the initial event. The tools at this point will be finalized and all revisions will have been incorporated.

## Maintenance

The maintenance phase is put into place to assure that the scripts, mappings, and utilities developed are maintained in the event that additional migrations are required. In most cases, a second and final migration event may occur due to unanticipated delays in the actual role out of the primary system. It also includes the continued up keep to both the archived data and the data warehouse.

## LIMS Testing

Testing is critical to a successful LIMS implementation. The Promium team subscribes to a multi-tiered test strategy designed to identify and fix issues during the entire configuration and implementation process. The Promium test strategy includes unit testing during the population and configuration of the LIMS in addition to a comprehensive system test prior to acceptance and rollout. The testing will consist of the development of test reports that can be reviewed by TWQL.

## Software Specification and Requirements

Promium is a configurable system that frequently does not require custom development. However in the unlikely event custom development is deemed necessary, the Promium team will follow an iterative approach to determine requirements and specifications. As necessary, the team will hold a series of meetings with representatives of stakeholder groups affected by the custom development. During these meetings the team will clarify objectives and functionality to be included in the customization. Following each meeting the findings will be incorporated into a requirements matrix and specification document. The matrix and specification will be refined during subsequent meetings with the same stakeholder groups.

# PROMIUM

We speak the language of your lab

Once the requirements matrix and specification document has been finalized, it will serve as the formal scope for the development effort. The budget and timeline will be based on these documents. Aligning the budget, timeline, and scope prior to undergoing any significant development effort will help minimize rework and project risk. The requirements matrix and specification document will also serve as the basis for testing and acceptance activities prior to the customization being put into production.

## Schedule

Based on the information provided by TWQL in the RFP and Promium experience implementing Element in similar environments, it is estimated that the project will take approximately 6 months. This is measured from contract approval to final acceptance. A final project plan will be developed as part of the Project Initiation phase. The final plan will list individual project team members for each task.

## 4.2.1 Technical Support

1. List your technical support service offerings, their rates or fixed costs, and whether or not the service is included in the base cost of the system or optional.

Description of Support Services	Rate	Bundled or Optional
Phone support		Bundled
Remote desktop support		Bundled
Email support		Bundled
Online knowledge base		Bundled
Online user forum		Bundled
Remedial training (onsite or web-based)	\$500/8 hours (plus travel)	Optional

2. Describe the terms and conditions of your technical support service contract.

Please reference the document "Promium Maintenance Agreement" in the appendix. Excerpts:

**a. Scope:** Technical support services under this Agreement are limited to the two most recent major versions of the covered Software products and are available to customers who have a valid Maintenance Agreement.

**b. Services:** Unless otherwise communicated, telephone support is available 24/7, 365 days a year. Online documentation and other support materials are available at [www.promium.com/support](http://www.promium.com/support). Promium website is available twenty-four hours per day, seven days per week unless undergoing maintenance or repair.

Each Element DataSystem customer requiring support must designate at least one primary contact person to manage technical support requests.

Support requests should be directed to:

Promium Customer Support (Help Desk)

425.286.9200 phone or toll free at 877-Promium (776-6486)

# PROMIUM

We speak the language of your lab

425.286.9201 fax or toll free at (800) 878-7158

support@promium.com

3. List the locations of the nearest support offices in the Mountain and Pacific time zones, and the number of support people at each location.

We have a team of support professionals available 24 x 7 x 365 days a year. They are located in Bothell, WA (PST) with backup in Springfield, Missouri (CST).

4. Describe your problem management and escalation procedures. Include information about logging and tracking calls, mean response time, and acknowledgment and confirmation to the customer.

Promium employs a multi-layered approach to support including:

1) First line phone-based support: Primary support is provided by a live phone-based support desk (toll free number) staffed by individuals who have direct laboratory experience and extensive knowledge of Element. Each call is logged into an online ticketing system and all tickets are tracked from initiation through resolution. Customers are provided with responses in writing to all tickets and when appropriate, apprised of ongoing progress. The ticket log is reviewed regularly by members of the support and development teams. Problem resolution may involve transferring control of the user's desktop to the support team member via a web conferencing service. Users may directly enter a trouble ticket via the on-line ticketing system.

2) Senior level support for escalations: Problems that cannot be rapidly addressed by the first line support team are escalated to individuals with a deeper knowledge of specific technical functionality or lab operations. This includes the department managers responsible for support, implementation, and/or development.

3) Management team for unresolved issues: Issues that cannot be resolved by the first and second line support team are escalated further to the management team for resolution. This includes senior executives in the company.

4) On-line resources: On-line self-help resources are also available for troubleshooting and addressing known issues.

5. What percent of support calls requires a call back to the customer due to problem research, non-availability, or escalation? We estimate this to be less than 15%.
6. Is there an on-line database of questions and answers about service/support issues that is accessible to clients? Can clients access the database 24 hours a day? Yes, a modest amount of information is available but the Support team is in the process of implementing a more extensive Knowledge Base.

## 4.2.2 Hardware Estimates

1. Hardware cost estimates are needed. TWQL will procure the appropriate hardware separately, but must know vendor recommendations. TWQL does not want minimal recommendations, but optimal. TWQL wants assurance that the hardware specifications will support the transaction and access levels growth for a minimum of five years.

# PROMIUM

We speak the language of your lab

2. Provide hardware recommendations in the table below; repeat the table (if necessary) to indicate different server options (ex. UNIX vs. Windows).

Specifications of our quoted server (HP ProLiant DL380)

CPU: Xeon E5620 2.4 GHz (quad-core)

HDD: 6 x 146GB in RAID 0, with two additional hot-swappable drives

RAM: 12GB

Element requires a single database server running either MS SQL or Oracle. The server OS is transparent to the Element client application. Thus, OS recommendations are best made by the database vendor.

A single dedicated server can be used for the database functions outlined in the table below.

Server Function	Stand Alone Required (Y or N)	Server Type/OS	Sizing Characteristics
Ex. Development	N	Per database vendor	6 x 146GB in RAID 0
Ex. Database	N	Per database vendor	6 x 146GB in RAID 0
Ex. Production	N	Per database vendor	6 x 146GB in RAID 0
Ex. Training	N	Per database vendor	6 x 146GB in RAID 0

## 4.3 Deliverables and Acceptance

Please indicate your agreement to the acceptance criteria below.

Deliverable	Acceptance Criteria
<input type="checkbox"/> Y <input type="checkbox"/> N Successful installation of the system on the Tucson Water Quality Laboratory Server.	An installation will be deemed successful if TWQL staff can access the system to conduct configuration activities and can execute a full range of transactions using sample data.
<input type="checkbox"/> Y <input type="checkbox"/> N Data Migration.	Data Migration will be deemed successful if TWQL staff can execute a full range of transactions using this migrated data.
<input type="checkbox"/> Y <input type="checkbox"/> N Training Services and materials and system documentation.	Successful completion of training events as determined in the proposal contract. Delivery of the system documentation as determined in the proposal and contract.
<input type="checkbox"/> Y <input type="checkbox"/> N Software and hardware support for a specified warranty period and proposed terms and conditions for the first five years of annual	Vendor to resolve all issues surfaced during the warranty period to the satisfaction of TWQL. TWQL to review and accept terms and conditions for annual support.

---

software support.

---

\_\_Y\_

TWQL requires a minimum and error-free acceptance testing period of 60 working days to complete final acceptance testing after the Contractor(s) verifies the system is ready for acceptance testing to begin.

The system shall run without a high-severity error for sixty (60) days in order to be deemed, in writing by TWQL, that the system is accepted.

---

## 4.4 Acceptance Testing

1. Please describe what provision you will make for a testing plan to determine that the system is operating properly, including, at a minimum, that all required functionality specified herein, except as noted otherwise in your reply, is included and performs as required.

Please see the appendix document "TWQL Test Plan Sept 2011", which will be further populated during the early phases of the implementation.

2. Describe your data conversion testing process and how the customer will be presented with an acceptance of the conversion.

Testing and implementation are often combined into one phase since they occur at the same time in most projects. Testing breaks down into two core subject areas: logical errors and physical errors. Physical errors are typically associated with the scripts developed to extract, transform, and load data. Logical errors are best identified during implementation. The first step is to execute the mapping. Even if the mapping is completed successfully, we must still ask questions such as:

- How many records did we expect this script to create?
- Did the correct number of records get created? If not, why?
- Has the data been loaded into the correct fields?
- Has the data been formatted correctly?

After the data has been migrated, the goal is to verify the answers to these questions and to allow access to the data by a few designated users to assure that all high level data was included during the initial migration design phase and mapping.

3. Describe your provision for testing in a post-configuration environment. Include the time allowed for all severe errors to be corrected before final acceptance and any provision you make for testing to be extended in the event that all high-severity errors are not corrected in the test window.

System testing is a collaborative effort between TWQL and Promium implementers. During the implementation, the Test Plan (see appendix) will be defined and agreed upon. TWQL personnel will be responsible for testing specific items (ie. reports, instrument interpreters), and Promium

# PROMIUM

We speak the language of your lab

implementers will examine other functionality of the system in an effort to test all configurable items. Testing results must be well documented, and schedules adjusted accordingly to compensate for any deviations.

The Gantt chart specifies the appropriate testing period, which should be sufficient enough for adequately resolving any errors. Promium implementers will extend testing if necessary to resolve all high-severity errors as agreed upon between Promium and TWQL.

The general testing outline is as follows:

Initial Testing		
<b>Participants:</b>	TWQL Project Manager, Promium Implementation Engineer and Network Administrator (if different from TWQL Project Manager)	
<b>Goal:</b>	<ul style="list-style-type: none"> <li>✓ Initial testing of Element DataSystem</li> <li>✓ Create project and log samples into system</li> <li>✓ Enter laboratory data manually and using DataTool</li> <li>✓ Create an EDD in standard, or if applicable, client-specific format</li> <li>✓ Create and print invoice and export invoice data ( if applicable ) into accounting package</li> <li>✓ Send example email notification via MessageManager</li> <li>✓ Develop schedule for acceptance test planning</li> </ul>	
<b>Deliverables:</b>	<ul style="list-style-type: none"> <li>▪ Full test of Element on limited data set</li> <li>▪ Identify and apply corrective actions as needed</li> <li>▪ Review and approve all remote sample formats</li> </ul>	

#### 4. Describe the process you propose for final acceptance.

Specifics of the final acceptance process are defined during the early implementation phases. Following is a general outline of the process:

Testing and Acceptance		
<b>Participants:</b>	TWQL Project Manager, Promium Implementation Engineer, Network Administrator (if different from TWQL Project Manager)	
<b>Goal:</b>	<ul style="list-style-type: none"> <li>✓ Begin parallel testing of Element with current LIMS (Seedpak)</li> <li>✓ Create projects for laboratory testing and log samples as received by laboratory</li> <li>✓ Print sample labels and sample receipt reports</li> <li>✓ Create batches and enter data</li> <li>✓ Import actual data from instrument using DataTool</li> <li>✓ Report actual client data using client-specific report formats</li> <li>✓ Create an EDD in standard, or if applicable, client-specific format</li> <li>✓ Create, print and invoice an actual work order</li> <li>✓ Export invoice data ( if applicable ) into accounting package</li> <li>✓ Send example email notification via MessageManager</li> <li>✓ Schedule and produce automatic query and/or report via MessageManager</li> <li>✓ Activate Element and "Go Live"</li> <li>✓ Develop schedule for acceptance test planning</li> <li>✓ Plan for parallel operation during warranty period</li> </ul>	
<b>Deliverables:</b>	<ul style="list-style-type: none"> <li>▪ Promium implementation engineers on site</li> <li>▪ Promium and TWQL will be monitoring the life cycle of a sample through the TWQL laboratory on a daily basis</li> <li>▪ Make any corrective actions as needed</li> <li>▪ Review and approve all remote sample formats</li> </ul>	



# PROMIUM

We speak the language of your lab

		<ul style="list-style-type: none"><li>▪ Sign off on final system acceptance</li><li>▪ Create transition plan for long term support</li></ul>
--	--	--

## 4.5 Application Support

1. Describe the terms and conditions of your technical support service contract.

Please reference the document "Promium Maintenance Agreement" in the appendix.

2. List the locations of the nearest support offices in the Mountain and Pacific time zones and the number of support people at each location.

All support is provided out of our Bothell Washington office and seven individuals are capable of addressing support issues.

3. List the levels of technical support, times of the day each level is available, and method of contact.

1) First line phone-based support: Primary support is provided by a live phone-based support desk (toll free number) staffed by individuals who have direct laboratory experience and extensive knowledge of Element. Each call is logged into an online ticketing system and all tickets are tracked from initiation through resolution. Customers are provided with responses in writing to all tickets and when appropriate, apprised of ongoing progress. The ticket log is reviewed regularly by members of the support and development teams. Problem resolution may involve transferring control of the user's desktop to the support team member via a web conferencing service. Users may directly enter a trouble ticket via the on-line ticketing system.

2) Senior level support for escalations: Problems that cannot be rapidly addressed by the first line support team are escalated to individuals with a deeper knowledge of specific technical functionality or lab operations. This includes the department managers responsible for support, implementation, and/or development. These individuals are available by phone or email.

3) Management team for unresolved issues: Issues that cannot be resolved by the first and second line support team are escalated further to the management team for resolution. This includes senior executives in the company.

4) On-line resources: On-line self-help resources are also available for troubleshooting and addressing known issues.

4. Describe your problem management and escalation procedures. Include information about logging and tracking calls, mean response time, and acknowledgment and confirmation to the customer.

See above

5. Is there a toll-free telephone number for clients to call with questions or concerns about ongoing service and support? What times are available for its use?

Yes. Customers may call this number 24 x 7.

6. The Tucson Water Quality Laboratory requires a system availability of least 99.9% based on fourteen (14) hours per day, five (5) business days per week. Describe what methods you use to support the system remotely (e.g. VPN, etc.).

# PROMIUM

We speak the language of your lab

Most problems are able to be resolved over the phone or through the use of desktop sharing software (with the client's explicit permission).

7. If the application is down for longer than one business day, are you willing to make a technician available for on-site troubleshooting? Be sure to specifically indicate the level of on site expertise.

On-site support is available, the cost of which is dependent on technical fault. Ideally, the on-site support visit would be provided by the most senior member of technical support.

8. In the event of an extended service outage, describe what provisions you make to compensate Tucson Water Quality Laboratory for direct costs incurred to compensate for the outage.

This unlikely situation would be elevated to the level of CEO Scot Cocanour for resolution.

9. List your technical support service offerings, their rates or fixed costs, and whether or not the service is included in the base cost of the system or optional.

Description of Support Services	Rate	Bundled or Optional
Phone support		Bundled
Remote desktop support		Bundled
Email support		Bundled
Online knowledge base		Bundled
Online user forum		Bundled
Custom Report generation	\$180/hr	Optional
Custom EDD generation	\$180/hr	Optional

## 4.6 Key Personnel

1. Describe the provisions that you will make to staff the project with adequate experienced personnel, capable of the successful accomplishment of work to be performed under this Contract. Include resumes of personnel who will be assigned.

See below.

2. Describe your ability to maintain key project personnel in place for the duration of the project.

Promium budgets time among key personnel based on current and upcoming projects, ensuring that they are able to remain available for the duration of their specific project assignments.

3. In the event that key personnel are not available for work under this Contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, what provisions do you have to notify the City and, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications?

In the unlikely event of this occurrence, Promium will notify the TWQL Project Manager as early as possible. Alternative veteran personnel with the appropriate (and significant) experience will be proposed and assigned as a replacement.

# PROMIUM

We speak the language of your lab

A dedicated team will be assigned to the lab for full implementation of Element. All individuals assigned to this project have extensive experience relevant to water/wastewater and/or analytical analysis. The team will perform LIMS setup and implementation, analytical database configuration, system validations, data migration, customizations as directed by the contract, and training and long term support. The Promium team consists of experts in the fields of chemistry, computer sciences and software development.

TWQL Project		CORE PROJECT TEAM	
Name	Title / Location	Experience	Responsibilities
John Albert	Implementation Manager  (Bothell, WA)	15 years of experience in working with waste water laboratory based operations and assisting in the management of LIMS installation projects. Similar project include: Washington Suburban Sanitation Commission, Clark County Sanitation District, City of Los Angeles, County of Los Angeles, City of Austin, Hampton Road Sanitation District.	Responsible for the overall management of the project and will be the primary contact. Mr. Walla is responsible for planning, communication, schedule, budget and quality.
Julia Wilcox	Element LIMS Implementation Engineer  (Bothell, WA)	20 years' experience in LIMS management and Laboratory data management. Installed Element in City of St. Petersburg, Fl; City of Lawrence, KS; City of Abilene, Texas; City of Portland and Tacoma, WA.	Executive overview and management of all operations of LIMS installation, implementation, training, support and long term maintenance.
Kortland Orr	Element LIMS Implementation Engineer  (Bothell, WA)	5 years of experience working as a LIMS Project Manager. Similar project management experience are City of Los Angeles County of Los Angeles, City of Austin, Hampton Road Sanitation District installation, US Environmental Protection Agency	Responsible for developing project schedules, conducting project meeting, preparing project documentation and assisting with data migration and system integration plans. Mr. Young will be responsible the day-to-day management of the project.
Robert Walla	Data Migration Manager  (Red Bank, NJ)	Julia has been implementing Element for the past 5 years. Similar installations include: Louisville Water Company, US EPA Regional labs, Minnesota Dept of Health, Rhode Island Dept of Health, Washington Dept of Ecology, and City of Portland.	Member of implementation team for installing, implementing and training of Element DataSystem
Frederick (Trey) Young	Migration Engineer  (Kansas City, MO)	Kortland has been in the laboratory environment for 20 years. He worked in labs that utilized Element and is an excellent resource on our Training Team.	Manage implementation for installing, implementing and training of Element LIMS

# PROMIUM

We speak the language of your lab

Jacob Pitzer	Element LIMS Implementation Engineer  (Bothell, WA)	Jacob spent several years working in our Support program on Element and is now conducting training on Element at various installations across the US.	Manage implementation for installing, implementing and training of Element LIMS
--------------	---	---	---

Promium is dedicated to customer service and providing unparalleled support not only during implementation but long after go-live. In addition to the core project team, an extensive support team is available to provide additional expertise to either the core team or directly to TWQL. Resumes for the support team will be provided upon request.

TWQL Project		PROJECT SUPPORT TEAM	
Name	Title	Experience	Responsibilities
Bruce Bradburn	Director of Support	Bruce has been with Promium for 10 years and in that time has managed Implementation and Support teams. He has installed Element in numerous facilities across the United States including many of our Regional EPA Labs, such as Region 6 in Houston, Texas.	Manage Support team, provide escalation support, contribute to oversight of implementations and customizations, support upgrade process.
Ronnie Bryce	Technical Sales Engineer	Ronnie has been with Promium for 10 years and has over twenty years' experience in managing LIMS including laboratory experience. He has managed numerous installations of Element including North Texas Municipal Water District, City of Lawrence, American Water and many other commercial environmental labs.	Resolve technical questions and manage escalations
Doreen McIntosh	Technical Support Engineer	Doreen is responsible for providing first level support and managing development of user manual content. Doreen is a trained chemist and has many years' experience as an Element user.	Resolve technical issues and manage escalations.
Lee Otis and David Riese	Contract Support	Both Lee and David have 20 plus years' experience in the environmental Lab arena. Lee formerly a US EPA regulator. David is a former analyst, trainer, implementer, and sales manager.	Manage all aspects of the lab contract and or need to upgrade to more Element Licenses.

## Core Project Team Resumes

John Albert	Director of Implementation Services
<b>Summary of Positions</b>	
<ul style="list-style-type: none"><li>• LIMS Administrator, Rayonier Research Center</li><li>• Inorganic Chemistry Manager, ENCO Environmental Laboratories, Florida</li><li>• Analyst, Clean Harbors Environmental Services, Florida</li></ul>	
<b>Education</b>	
<ul style="list-style-type: none"><li>▪ B.S., Chemistry - Northern Arizona University</li></ul>	
<b>Experience</b>	
<ul style="list-style-type: none"><li>▪ Manage the implementation team responsible for implementation of Element DataSystem.</li><li>▪ Personally installed Element DataSystem at multiple laboratories and conducted training of hundreds of users. John has developed Crystal Reports for numerous Element clients, developed and interpreted archive/historical databases, and interfaced hundreds of instruments.</li><li>▪ LIMS Administrator, Rayonier Research Center</li><li>▪ He also developed and administered LIMS system for the research center and performed database administration functions.</li><li>▪ Managed inorganic chemistry activities at ENCO Laboratories.</li><li>▪ As a chemist, performed inorganic, physical and wet chemistry testing methods for the environmental testing laboratory</li><li>▪ Active Member of American Chemical Society.</li></ul>	
<b>Installations</b>	
<p>Before John became the Implementation Manager, he was an Implementation Engineer with Promium for over 5 yrs. He managed the installations for many of our Florida clients such as City of St. Petersburg, City of Lakeland and City of Titusville. Currently John manages and coordinates the LIMS implementation teams.</p>	

# PROMIUM

We speak the language of your lab

Julia Wilcox	Implementation Engineer
<b>Summary of Positions</b>	
<ul style="list-style-type: none"><li>• Implementation Engineer, Promium</li><li>• Project Assistant, Aspect Consulting</li><li>• Technical Writer, AMSEC</li><li>• Developer and Database Manager, EcoChem</li><li>• Customer Service Director, Proposal manager, Quanterra Inc. Environmental Testing Laboratory.</li><li>• Environmental Data Specialist, California Analytical Laboratory</li></ul>	
<b>Education</b>	
<ul style="list-style-type: none"><li>• B.S., Chemistry - Northern Arizona University</li></ul>	
<b>Experience</b>	
<ul style="list-style-type: none"><li>• Julia has installed, Implemented and trained environmental laboratory personnel on Element DataSystem over the past two years. She is a great facilitator of knowledge on Element and its many functions. Her combined background in environmental testing and as a technical writer provides great insight into laboratory clients needs. She has recently completed numerous installations and contributes to the implementation of new software upgrades.</li><li>• Directed laboratory subcontracting and data validation.</li><li>• Translated and organized technical information for publication.</li><li>• Responsible for database management, web development and data validation.</li><li>• Responsible for managing proposals for Quanterra Inc. Environmental Testing Laboratory.</li><li>• Environmental Data Specialist for California Analytical Laboratory</li></ul>	
<b>Installations</b>	
<p>Julia has completed over 30 installations with Promium. Ones that have been completed in the past three years include: City of Portland, State of Washington, Department of Ecology, Manchester Environmental Laboratory, Port Orchard, WA. S-F Analytical, New Berlin, WI, MAS LLC, 3945 Lakefield Ct., Suwanee, GA. City of Portland, WWTP. South Coast Air Quality Control Lab in LA, CA. City of Tacoma, WWTP, Tacoma, WA. American Bottoms, WWTP, MI.</p>	

# PROMIUM

We speak the language of your lab

Kortland Orr	Implementation Engineer
<b>Experience</b>	
<ul style="list-style-type: none"><li>• Implementation Engineer, Promium</li><li>• Project Manager, Friedman &amp; Bruya, Managed client projects within the laboratory, performed analyses in the organics and wet chem. laboratories, grew laboratory revenue through client development.</li><li>• Business Development Director, Brooks Rand Labs Develop specific plans for achieving revenue goals, customer development, and development of existing and potential markets for both current and new services.</li><li>• TestAmerica Laboratories (previously North Creek Analytical) Project Manager, Client Services Manager, Key Account Executive</li><li>• Scientist, Weyerhaeuser Analysis and Testing Analyst in chromatography, wet chem, and physical testing labs.</li><li>• Health Physics Technician, Newport News Reactor Services</li><li>• Analyst, Intermountain Analytical Services</li></ul>	
<b>Education</b>	
<ul style="list-style-type: none"><li>• B.S., Zoology, Idaho State University</li><li>• B.S., Biology, Idaho State University</li></ul>	
<b>Experience</b>	
<p>In the past two years Installations and implementations include in Portland OR – Alexin Labs, City of Portland, City of Tacoma, Tampa Bay FL – Southern Analytical , Edison NJ – EPA Region II, Louisville KY – Microbac, Durango CO – Green Analytical, Peoria IL – PDC, St Louis MO – PDC, Baltimore, MD – Maryland Spectral, Erie, PA – Microbac, Denver, CO – EPA Region 8, Los Angeles, CA – American Scientific Laboratories, Long Beach, CA – Advanced Technology Laboratory, Pennington, NJ – New Jersey Analytical.</p> <p>Kortland has been instrumental in developing training materials for many of courses that Promium provides. He is also involved in developing on-line manuals for refresher courses. He is experienced in providing thorough LIMSTraining to all different types of users.</p>	

# PROMIUM

We speak the language of your lab

Jacob Pitzer	Implementation Engineer
<b>Summary of Positions</b>	
<ul style="list-style-type: none"><li>• Implementation Engineer, Promium</li><li>• LIMS Technical Support Representative, Promium</li><li>• Laboratory Operations, Bio-Rad Laboratories</li></ul>	
<b>Education</b>	
<ul style="list-style-type: none"><li>• B.S., Chemistry - Western Washington University</li></ul>	
<b>Experience</b>	
<ul style="list-style-type: none"><li>• Recent LIMS installations and implementations include Tampa Electric, FL, Maryland Spectral Services, MD, City of Tacoma, WA, Green Analytical in CO, American Scientific , CA.</li><li>• Jacob staffed the technical support desk for Promium for over 4 years and handled technical questions on Element DataSystem. He also has provided assistance to clients with upgrade questions or new instruments to interpret.</li><li>• Trained in a laboratory setting to support production of commercial products, operated and maintained lab equipment, and utilized proficiency with computers and networks.</li></ul>	



<b>ROBERT D. WALLA</b>	<b>PROJECT DIRECTOR</b>
<b>Areas of Expertise</b>	
<ul style="list-style-type: none"> <li>▪ Laboratory Information Management Systems</li> <li>▪ Requirements Assessment</li> <li>▪ Laboratory Reporting, Visualization and Mining Systems</li> <li>▪ Computer System Implementation</li> <li>▪ System Validation</li> </ul>	
<b>Education</b>	
<ul style="list-style-type: none"> <li>• B.S., Chemistry, Rutgers University</li> </ul>	
<b>Experience</b>	
<p><b>Principal- Laboratory Informatics Division, Astrix Software Technology, Inc., 1995 - Present</b></p> <p>Mr. Walla is responsible for the overall management, development, and implementation of laboratory automation systems. This includes process evaluation and mapping, collection/documentation of requirements, system architecture, product evaluation, system implementation, system validation, system training and business process re-engineering.</p> <p><b>Laboratory Manager, ETC Corp., Edison, N.J. 1992- 1995</b></p> <p>Responsible for directing the operation of ETC's Edison, NJ Laboratory Operations. Responsibilities include management of all technical and administrative personnel, business / financial management of group including meeting revenue goals and cost management, management of customer contracts, development and management of Quality Assurance Project Plans (QAPP's).</p> <p><b>Director, Project Management, ETC Corp., Edison, NJ. 1990-1992</b></p> <p>Responsible for directing the Project Management Staff at a large commercial contract laboratory. Interfaced with clients and regulatory agencies to ensure requirements were identified and executed.</p> <p>Mr. Walla also was a member of the design and development team that implemented a client contact database and Sales Forecast Production System. Mr. Walla's main responsibility was system implementation and validation of the final products.</p> <p><b>Director, Project Support / Database Products, ETC Corp., Edison, NJ. 1987-1990</b></p> <p>Directed the coordination of the ETC laboratory to provide government and clients with compliant analytical data in a highly regulated environment. Managed technical and administrative staff that acted as liaisons between the client and laboratory operations. Duties included financial forecasting for all analytical programs, management of product line encompassing over two thousand products, administration of proposal generation, pricing policies, and sales accounting. Designed and implemented client proposal generation and tracking database. Mr. Walla also directed operations of Database Products Group. Responsible for management of computer programming professionals and administrative staff, design and implementation of new products, management of analytical results and quality control database. Directed migration from enterprise database system to PC / Network architecture.</p>	

Frederick (Trey) Young	Data Migration Specialist OR
<b>Areas of Expertise</b>	
<ul style="list-style-type: none"> <li>▪ Laboratory Information Management Systems</li> <li>▪ Data Migration</li> <li>▪ Computer System Implementation</li> <li>▪ System Validation</li> </ul>	
<b>Education</b>	
<ul style="list-style-type: none"> <li>• B.S., Electrical Engineering, University of Missouri, Rolla</li> </ul>	
<b>Experience</b>	
<p>Technical Project Manager - Laboratory Informatics Division, Astrix Technology Group, Inc.</p> <hr/> <p>Astrix evaluates, develops and integrates applications to enhance the collection, processing and reporting of scientific data. Mr. Young specializes in business process assessment and design. He is an expert in developing and implementing data migration strategies Mr. Young is also a specialist in network engineering and network design.</p> <p>2002 –2006</p> <p>Project Lead, Black and Veatch Solutions, Overland Park, KS</p> <hr/> <p>Responsible for leading teams ranging from 5-15 technical staff responsible for process evaluation, process design, system requirements, system evaluation, system testing and production support. Provided technical project management functions for BV solutions, a wholly owned solutions provider of Black and Veatch, a privately held global engineering firm. Assisted in validation support and technical writing and designing custom web based help services.</p> <p>2001 –2002</p> <p>Information Technology Lead, Black and Veatch Solution, Overland Park, KS</p> <hr/> <p>Expanded data retention and reporting capabilities of internally-developed Customer Relationship</p>	

# PRŌMIUM

We speak the language of your lab

Management software. Created new standard reports and ad-hoc reports, as needed. Cleaned and imported new data from sales and marketing efforts. Responsible for all aspects of the management of software system testing, validation, documentation and packaging.

1996 - 2001 System Engineer, Sprint, Westwood, KS.

- **Project Management:** Oversaw renovation of physical and computing infrastructure at a Sprint technology research laboratory. Monitored activities of internal and external staff in updating lab capabilities to allow for easier access of computing and network assets.
- **Result:** Improved capabilities of laboratory in completing larger, more complex projects.
- **Network Systems Engineering:** Prepared engineering specifications and supported implementation team on networking projects. Reconciled planning goals with existing site and network limitations.

## 4.7 Defective Product

1. All defective products provided by the Contractor under this agreement shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. The City must receive all replacement products within seven (7) days of initial notification.

This is acceptable.

## 5.1 Cost Summary

Description	Total Cost \$																														
<p>1. Base System Modules (exc. Maintenance)</p> <p>25 Concurrent User License of Element DataSystem®                      Element is a unified Commercial Off the Shelf (COTS) LIMS. All features are included such as:</p> <ul style="list-style-type: none"> <li>- Project Management</li> <li>- Sample Control</li> <li>- Laboratory Operations</li> <li>- Quality Assurance</li> <li>- Reporting (standard reports and EDDs)</li> <li>- ClientConnect Application</li> <li>- Instrument Interface with lab equipment and field data (DataTool)</li> <li>- Bar Coding Capability</li> <li>- Off site and On site application of Element</li> <li>- ISO 17205 Compliant and NELAC (TNI) driven</li> <li>- Numerous Label Printing options</li> <li>- Invoicing</li> <li>- MessageManager alerts</li> <li>- Query of current and historical data after Migration</li> </ul> <p>9% discount off Element DataSystem                      As part of our Agreement to participate in the Cooperative Purchasing Program with the City of Tucson.</p>	<p></p> <p style="text-align: right;">\$ 119,500 -\$10,755</p>																														
<p>Subtotal of Element DataSystem Software after 9% discount is:</p>	<p style="text-align: right;">\$108,745</p>																														
<p>2. Optional Modules in Suite (exc. Maintenance)                      Element DataSystem is a unified COTS - all of our features are included with the license. We do not price any software components individually.</p>	<p style="text-align: right;">Included</p>																														
<p>3. Optional Software from Partners                      A license of Crystal Reports is bundled with Element</p>	<p style="text-align: right;">\$ 699</p>																														
<p>4. Implementation Planning and Consulting                      (Detailed description of Implementation, Installation and consulting services are all outlined in the Proposal)</p>	<p style="text-align: right;">\$35,000</p>																														
<p>5. Data Migration</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Task</th> <th style="text-align: right;">Rate (\$/Hr)</th> <th style="text-align: right;">Hours</th> <th style="text-align: right;">Cost</th> <th></th> </tr> </thead> <tbody> <tr> <td>Migration Strategy</td> <td style="text-align: right;">\$165.00</td> <td style="text-align: right;">24</td> <td style="text-align: right;">\$3,960.00</td> <td></td> </tr> <tr> <td>Data Source Analysis</td> <td style="text-align: right;">\$165.00</td> <td style="text-align: right;">24</td> <td style="text-align: right;">\$3,960.00</td> <td></td> </tr> <tr> <td>Migration Design and Execution</td> <td style="text-align: right;">\$165.00</td> <td style="text-align: right;">60</td> <td style="text-align: right;">\$9,900.00</td> <td></td> </tr> <tr> <td>Testing and Implementation</td> <td style="text-align: right;">\$165.00</td> <td style="text-align: right;">40</td> <td style="text-align: right;">\$6,600.00</td> <td></td> </tr> <tr> <td><b>Total Data Migration</b></td> <td></td> <td style="text-align: right;"><b>148</b></td> <td style="text-align: right;"><b>\$24,420.00</b></td> <td style="text-align: right;"><b>\$24,420</b></td> </tr> </tbody> </table>	Task	Rate (\$/Hr)	Hours	Cost		Migration Strategy	\$165.00	24	\$3,960.00		Data Source Analysis	\$165.00	24	\$3,960.00		Migration Design and Execution	\$165.00	60	\$9,900.00		Testing and Implementation	\$165.00	40	\$6,600.00		<b>Total Data Migration</b>		<b>148</b>	<b>\$24,420.00</b>	<b>\$24,420</b>	<p></p>
Task	Rate (\$/Hr)	Hours	Cost																												
Migration Strategy	\$165.00	24	\$3,960.00																												
Data Source Analysis	\$165.00	24	\$3,960.00																												
Migration Design and Execution	\$165.00	60	\$9,900.00																												
Testing and Implementation	\$165.00	40	\$6,600.00																												
<b>Total Data Migration</b>		<b>148</b>	<b>\$24,420.00</b>	<b>\$24,420</b>																											

# PROMIUM

We speak the language of your lab

<p>5. Training</p> <ul style="list-style-type: none"> <li>• Train the trainer</li> <li>• End user</li> <li>• Technical for TWQL individuals who will be working with the Promium to configure the applications including establishing databases and interfaces, data conversion, customization, and upgrading the customized software.</li> <li>• System administration training for TWQL personnel who will be responsible for ongoing maintenance and administration of the system, including security</li> </ul>	<p>\$20,400</p>																								
<p>6. Expenses (Travel Expenses) \$500/day estimate 30 onsite days</p>	<p>\$15,000</p>																								
<p><b>Subtotal</b></p>	<p><b>\$204,264</b></p>																								
<p>7. Software Maintenance &amp; Support (for 5 years)          There is no charge for Annual Maintenance in the first year which begins upon Element Installation.          After the first year the Annual Maintenance will be \$625/per user x 25 licensed users= \$15,625 x 5 yrs = \$71,825          If the City wants to purchase 5-10 years in advance we will provide a locked in discount of 10% off the total of the amount of years purchased in advance.</p>	<p>\$71,825</p>																								
<p>8. Additional Software Tools or Utilities:          Instruments or equipment that lack a network or RS232 port (ie. Balances, pH meters) require a third party software package such as WinWedge (\$399 per license). However, currently TWQL has developed their own integrated software that should suffice for these instruments to be interpreted with DataTool.</p>	<p>N/A</p>																								
<p>9. Hardware</p> <table border="0" style="width: 100%;"> <tr> <td>HP SB DL380 G7 E5620 SFF (HP ProLiant DL 380)</td> <td style="text-align: right;">\$2815</td> <td></td> </tr> <tr> <td>3 x HP SB 4GB RAM 1Rx4 PC3-10600R-9 KIT</td> <td style="text-align: right;">\$413</td> <td></td> </tr> <tr> <td>3 x HP SB 146GB 6G SAS 10K 2.5IN DP ENT</td> <td style="text-align: right;">\$2103</td> <td></td> </tr> <tr> <td><b>TOTAL</b></td> <td style="text-align: right;"><b>\$5331</b></td> <td style="text-align: right; vertical-align: middle;"><b>\$5,331</b></td> </tr> </table>	HP SB DL380 G7 E5620 SFF (HP ProLiant DL 380)	\$2815		3 x HP SB 4GB RAM 1Rx4 PC3-10600R-9 KIT	\$413		3 x HP SB 146GB 6G SAS 10K 2.5IN DP ENT	\$2103		<b>TOTAL</b>	<b>\$5331</b>	<b>\$5,331</b>	<p>\$5,331</p>												
HP SB DL380 G7 E5620 SFF (HP ProLiant DL 380)	\$2815																								
3 x HP SB 4GB RAM 1Rx4 PC3-10600R-9 KIT	\$413																								
3 x HP SB 146GB 6G SAS 10K 2.5IN DP ENT	\$2103																								
<b>TOTAL</b>	<b>\$5331</b>	<b>\$5,331</b>																							
<p>10. Additional Services</p> <p>WQDB Data Feed (\$165/hr)</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Task</th> <th style="text-align: right;">Hours</th> <th style="text-align: right;">Cost</th> <th></th> </tr> </thead> <tbody> <tr> <td>Data Feed Strategy</td> <td style="text-align: right;">32</td> <td style="text-align: right;">\$5,280</td> <td></td> </tr> <tr> <td>WQDB Analysis</td> <td style="text-align: right;">16</td> <td style="text-align: right;">\$2,640</td> <td></td> </tr> <tr> <td>Data Feed Design and Development</td> <td style="text-align: right;">80</td> <td style="text-align: right;">\$13,200</td> <td></td> </tr> <tr> <td>Testing and Implementation</td> <td style="text-align: right;">45</td> <td style="text-align: right;">\$7,425</td> <td></td> </tr> <tr> <td><b>Total Data Feed</b></td> <td style="text-align: right;"><b>173</b></td> <td style="text-align: right;"><b>\$28,545</b></td> <td style="text-align: right; vertical-align: middle;"><b>\$28,545</b></td> </tr> </tbody> </table>	Task	Hours	Cost		Data Feed Strategy	32	\$5,280		WQDB Analysis	16	\$2,640		Data Feed Design and Development	80	\$13,200		Testing and Implementation	45	\$7,425		<b>Total Data Feed</b>	<b>173</b>	<b>\$28,545</b>	<b>\$28,545</b>	<p>\$28,545</p>
Task	Hours	Cost																							
Data Feed Strategy	32	\$5,280																							
WQDB Analysis	16	\$2,640																							
Data Feed Design and Development	80	\$13,200																							
Testing and Implementation	45	\$7,425																							
<b>Total Data Feed</b>	<b>173</b>	<b>\$28,545</b>	<b>\$28,545</b>																						

# PRŌMIUM

We speak the language of your lab

Customization of Required Reports in Section 8.1 of the RFP			
Report	Estimated Hours	Estimated Cost (\$180/hr)	
8.1.1 DWAR Form 1 – Total Coliform Rule Distribution System Monitoring	16	\$ 2,880	
8.1.2 DWAR Form 1G – Ground Water Rule Reporting Form	16	\$ 2,880	
8.1.3 DWAR Form 3 – Synthetic Organic Chemical Analysis Report	12	\$ 2,160	
8.1.4 DWAR Form 4 – Volatile Organic Chemical Analysis Report	12	\$ 2,160	
8.1.5 DWAR Form 2 IN – Inorganic Chemical Analysis Report	12	\$ 2,160	\$30,960
8.1.6 DWAR Form 9 – New Source Approval Report	40	\$ 7,200	
8.1.7 DWAR Form 8 – Lead and Copper Analysis Report	24	\$ 4,320	
8.1.8 DWAR Form 16 – Individual Sample Analysis Report – Disinfection Byproducts	8	\$ 1,440	
8.1.9 DWAR Form 16.2 – Annual Disinfection Byproduct Report	16	\$ 2,880	
8.1.10 DWAR Form 18A – Maximum Residual Disinfectant Level Report	16	\$ 2,880	
TOTAL	172	\$ 30,960	
<b>DO NOT APPLY SALES TAXES</b>			
		<b>Subtotal</b>	\$340,925
		<b>TOTAL</b>	<b>TBD</b>

## 5.1.1 Detailed Cost Schedules Supporting Cost Summary

Provide an itemized breakdown of all software being proposed from the core system, optional modules, and third party. NOTE: *If annual maintenance varies by year, provide detail in section 6.2.7 below.*

### 5.1.1.1 Core System Modules

- List the required modules for the base system and additional modules that are necessary to meet the City's core requirements as outlined in the Application Software section of the RFP.

# PR̄MIUM

We speak the language of your lab

Description	Software License Fee	Cost of Required Training	Annual Maintenance* (give details in #7, below)
<b>Core System Modules</b>			
25 Concurrent User License of Element DataSystem® Including 9% discount	\$ 119,500 -\$10,755	\$14,500	\$15,625
<b>Total</b>	\$108,745	\$14,500	\$15,625

## 5.1.1.2 Optional Modules in Suite

- List the modules contained in the product suite that are beyond the City's core system requirements, and are optional purchases.

Description	Software License Fee	Cost of Required Training	Annual Maintenance* (give details in #7, below)
<b>Optional Modules in Suite</b>			
Element is a Commercial Off the Shelf (COTS) LIMS	NA	NA	NA
NO additional Modules are needed or required			
(NA) Not Applicable			
<b>Total</b>	0	0	0

## 5.1.1.3 Software from Partner or Third Party

- List software being proposed that is provided by a third party.

Description	Software License Fee	Cost of Required Training	Annual Maintenance* (give details in #7, below)
<b>Software from Partner or Third Party (list)</b>			
(1) License of Crystal Reports	\$699	Included	NA
<b>Total</b>	\$699	Included	NA

## 5.1.1.4 Implementation Planning and Consulting

- List recommended consulting services for implementation. This should include all services that will be needed to install the modules, test, and review after go-live. Expand the description for each service if needed for clarification. Following the table, give the reasons for the recommendations.

Description and Amount of Recommended Consulting Services	Amount in Person-Time (e.g. Person-hours)	Total Costs
Planning/Project Management (\$180/hr)	100	\$18,000
Implementation (\$180/hr) <ul style="list-style-type: none"> <li>Services to implement Element include: <ul style="list-style-type: none"> <li>Configuration</li> <li>Interfaces/Integration</li> <li>Testing (user, system)</li> </ul> </li> </ul>	95	\$17,000
<b>Total</b>		<b>\$87,965</b>

## 5.1.1.5 Training

- List training categories. Indicate if bundled or unbundled and state the cost in dollars. Be sure to break out technical training for IT support staff separately from user training costs.

Training Categories – List by Audience (Technical or User)	Days	Cost
Train the Trainer of Senior TWQL Staff	3	\$4500
City Specific Training development - User	4	\$5700
City Specific Training development – Technical	4	\$5700
City Specific Training development – Administrative	3	\$4500
<b>Total</b>		<b>\$20,400</b>

Upgrades and new versions to the system that affect end-user functionality include training at no additional cost (e.g. classroom or online training, training flier, release features, etc.)

Training is provided in a variety of formats for product installation, use, and administration for a variety of levels (e.g. basic, advanced, refresher, etc.)

All training manuals, training plans and other documentation provided become the property of the State.

## Expenses

- List all relevant additional expenses such as travel supplies.

Expenses		Cost
Travel \$500/day includes Air, Rental Car, Lodging, Per Diem	30	\$15,000
<b>Total</b>	30	<b>\$15,000</b>



# PROMIUM

We speak the language of your lab

## 5.1.1.7 Software Maintenance and Support

Provide detailed costs for each module or package included numbers 1, 2, and 3, above. Indicate any standard escalation rates.

List each Installed or Supported application	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Software Maintenance and Support on Element DataSystem LIMS®	Included	\$15,625	\$15,625	\$15,625	\$15,625	\$62,500
-10% if purchased all 5-10 years in advance						-\$6250
<b>Total</b>						\$56,250

## 5.1.1.8 Additional Software Tools or Utilities

List all software that is being proposed to assist in product development, implementation, reporting, or maintenance.

Description	Software License Fee	Cost of Required Training	Annual Maintenance*
(2) License of Crystal Reports	\$699	Included	NA
<b>Total</b>	\$699	Included	NA

## 5.1.1.9 Hardware Supplied (if applicable)

Description	Hardware cost	Configuration cost	3 years Maintenance
HP SB DL380 G7 E5620 SFF (HP ProLiant DL 380)	\$2815		
3 x HP SB 4GB RAM 1Rx4 PC3-10600R-9 KIT	\$413		
3 x HP SB 146GB 6G SAS 10K 2.5IN DP ENT	\$2103		
TOTAL	\$5331	NA	NA
<b>Total</b>	\$5,331	NA	NA

## 5.1.1.10 Additional Software Tools or Utilities

- List all software that is being proposed to assist in product development, implementation, reporting, or maintenance.

# PROMIUM

We speak the language of your lab

Description	Software License Fee	Cost of Required Training	Annual Maintenance*
No Additional Software needed			
<b>Total</b>	NA	NA	NA

## 5.1.1.11 Additional services

- Please describe additional services offered (data migration, interface development, API for other programs, etc.) and provide pricing for each. Indicate whether each service will be one time or will be base-lined into the core application.

Service Description	One time vs. base-lined	Service cost
Data Migration (\$165/hr)		
Task		
Migration Strategy	One-time	\$24,420
Data Source Analysis		
Migration Design and Execution		
Testing and Implementation		
Total Data Migration		
WQDB Data Feed (\$165/hr)		
Task		
Data Feed Strategy	One-time	\$28,545
WQDB Analysis		
Data Feed Design and Development		
Testing and Implementation		
Total Data Feed		
<b>Total</b>		\$52,965

## 5.2 Cooperative Purchasing

- The City of Tucson Department of Procurement facilitates a program through which contracts are made available to other agencies. The City markets these contracts on behalf of participating vendors. If interested in participating in this program, please see section 3.1.1 of Part A, and respond to the following questions. If you are not interested in this program, indicate that with a statement here and delete the remainder of 5.3.

Promium would be pleased to participate in the "Cooperative Purchasing Program". We currently have a LIMS contract with Pima County as well. We know that our contract with Pima County is available to other agencies including the City of Tucson. However, if it helps both the State of Arizona and Promium to provide our LIMS under the City of Tucson's "Cooperative Purchasing Program" we will participate assuming the two contracts are not in conflict with each other.

Our 2011 LIMS software price reflected under this contract is for a licensing volume of 25 concurrent users. If an agency requests a smaller number of users then the per licensing volume pricing does

# PROMIUM

We speak the language of your lab

not apply but if an agency is to purchase more than 25 Concurrent users the volume discount will apply. We will provide a 9% discount on the software based on the per concurrent price of the volume requested.

2. How is pricing extended to the City of Tucson's Cooperative Purchasing agencies – i.e., what pricing is firm? What pricing is dependent upon the participating agency's needs? Also, describe how pricing is offered for the five-year term of this contract (i.e. if an agency uses this contract in its 3rd term, what kind of pricing can they expect, etc.)?

Promium has provided a 9% discount on our LIMS Element DataSystem software under this contract. Our Federal GSA clients under (GSA Contract #24F0064M) receive 10%. According to our GSA contract we cannot offer a 10% discount in another cooperative contract for our LIMs system because according to our GSA contract Promium is to maintain (Most Favored Customer, MFC) pricing for the federal government. However, if a client in the state of Arizona has received federal funds to procure a LIMS system then Promium can offer a 10% discount for that client under our current GSA contract.

The software prices are firm with a 9% discount. Our hourly rates for implementation and development will follow the same rate as proposed in this RFP. The five year term of this contract will also continue to provide the 9% discount off for Element DataSystem software.

Implementation services and custom development costs applied during a new installation of Element DataSystem for a cooperative purchasing agency may see hourly rates increase as a result of cost living adjustments.

3. Provide information on available rebates. Discuss if the City of Tucson as the lead agency on this cooperative contract will receive an administrative fee based upon other agencies' usage of this contract. Offerors should state proposed percentage, state what the fee is based on (i.e., licensing fees, services, etc.), state how usage is tracked and reported to the City, and state how/when the administrative fee is be paid to the City. Please offer any other additional information that will aid the City in our evaluation. See Part A, paragraph 3.1.1 Cooperative Purchasing for additional information.

Promium will provide a 1% administrative fee off the price of the discounted software to the City of Tucson as the lead agency on this cooperative contract. This fee will apply only if the cooperative agency sole sources to Promium. This essentially provides a total of a 10% discount with the 9% discount going to the Cooperative Agency and the 1% fee to the City of Tucson for managing the Cooperative Contract.

## 5.3 Payment

1. Each milestone shall be separately accepted by the City. The City may request that progress payments be tied to milestones achieved, so indicate which milestone would have payments tied to them.

If these milestones are associated with the Cooperative Purchasing Contract, payments would begin once the contract is final and Element is shipped and paid for. Once a contract is signed the first milestone is to ship Element to the client which will have an invoice with a discount of 9% to be paid within 30 days upon receipt of invoice. Once the software is paid then Promium will pay the City of Tucson a 1% administrative fee from the software invoice.

If Section 5.3 refers to the contract between Promium and the City of Tucson for the TWQL installation of Element DataSystem then we would propose to invoice the City per the Payment Schedule below.

# PRŌMIUM

We speak the language of your lab

This table provides a sample of milestones that would apply to our TWQL LIMS schedule:

Item #	Description	Price to be inserted after final contract negotiations are complete	Payment Schedule
1.	Element DataSystem software license for 25 concurrent users		Due upon receipt of software; install will not take place until payment is received.
2.	Crystal Reports		Due upon receipt of software.
3.	Initial teleconference; Initial Project Team Meeting		Due Net30 days from Project Team Meeting
4.	On-site and Off-site Implementation costs		Due Net30 days from install of software on clients —or— Due net 30 days from each on-site visit.
5.	Train the Trainer LIMS Admin training End User Training and other Training sessions as needed for additional Users		Due Net 30 days from end of each on-site training visit.
6.	Travel Expenses		Due Net 30 days from end of each on-site visit.
7.	Custom Reports & EDD Development		Invoices will be issued bi-monthly for hours worked and due net 30 days.
8.	Data Migration		Invoices will be submitted by contractor bi-monthly for hours worked and due Net30 days.
9.	Initial 5 Year(s) of Annual Maintenance for Element DataSystem (25 concurrent users)		If paid in advance then 10% discount will apply to the total cost of 5 years of Annual Maintenance due Net 30 days. If paid on a yearly basis then the discount will not apply and will be due Net30 days.

2. Please provide your payment terms. (30 days after receipt of payment from Cooperative Agency)

3. Method of payment

  X   1. Do you have the ability to accept payment via Visa/MC credit cards is accepted, either for the product or for support?

# PROMIUM

We speak the language of your lab

2. Provide additional discounts for payment by credit card (i.e., does the use of the card entitle agencies to a deeper percentage discount off of a manufacturer's price list?)  
We can negotiate these terms during a BAFO. We have not provided this in the past but are willing to negotiate terms that will work for the City of Tucson.
2. If additional discounts do apply (above), please provide the amount of discount.  
If payment on services and software are received within 14 days of invoice we will apply another 2% off the invoice.

## 5.4 Warranty & Maintenance

1. Describe your provision to defer the start of warranty until after final acceptance of the system by the City.

This is acceptable.

Promium warrants, for a period of ninety (90) days after access is first provided to you, that the Software will operate in conformance with the documentation supplied with the Software. Promium's sole obligation under this warranty is to, at Promium's sole option, correct or replace the Software so that it will perform as above warranted or refund a prorated portion of the related license fee. This warranty is void if any unauthorized modifications are made to the Software or if the Software is not used in compliance with its documentation.

2. What level of customer technical support services and response times are provided as part of the product's basic license fees, and what additional cost services or extended warranties are available?

Promium offers the same level of support to all customers. Response is typically made within 60 minutes of initial contact (voice mail or internet).

Additional training services are available for \$500/day (either web-based or onsite).

3. Are all enhancements and upgrades of licensed software delivered as part of the client's annual maintenance contract? If not, explain what costs, including consulting costs, might be required. List the typical frequency of major upgrades, minor releases and bug fixes, and state whether upgrades are cumulative.

Yes, all updates are available per the maintenance agreement. Updates are cumulative.

Major releases are made approximately twice per year. Minor builds are released as needed throughout the year.

4. Describe any discount schedules or special entitlements for the maintenance agreement.

A 2% discount applies for maintenance agreements paid in advance beyond year 2.

5. Attach terms and conditions for the warranty and extended warranty in an appendix

Please see the EULA and Warranty Agreement document in the appendix.

### 5.4.1 Extended Service Agreement

1. Provide costs for optional extension of service support beyond the required five years.

# PR̄MIUM

We speak the language of your lab

	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>	<b>Year 10</b>	<b>Total</b>
Annual maintenance costs for 25 users	\$15,525	\$15,836	\$16,152	\$16,805	\$17,141	\$82,409

## 6. Additional Information

If there are any additional points you would like to make regarding your product that you feel have not been adequately covered by the preceding sections, please describe. This section is included in the page count total of the RFP.

## 7. Appendices

### 7.1 Vendor Materials

This section is provided to insert hard copy information and materials that are requested in several sections of the proposal response. These documents do not count toward the page count total of the RFP. These hard copies should only be included in the single original hard copy proposal response and inserted with that original in a three ring binder. Include your materials under the following headings.

# PROMIUM

We speak the language of your lab

## 7.1.1 Vendor Qualifications

### Promium / Astrix Partnership

Both Promium and Astrix were founded with a specialization in the environmental testing industry by principals who owned or worked for the largest independent testing company throughout the 1980's and into the early 1990's. This focus is reflected in every aspect of the company, from the design of Element DataSystem to the approach to implementation and project management.

Promium's expertise is in the development and implementation of Element, a state-of-the art, COTS LIMS specifically designed for the environmental analysis performed in the water and wastewater organizations. Astrix's experience in performing complex data migration and integration bring best-practices to the TWQL project. We believe the experience and unique strengths of this team provides a competitive advantage to foresee and avoid obstacles that other LIMS vendors would not address.

### Promium Background

Promium LLC is a leading provider of laboratory information management systems (LIMS) for commercial and public sector testing laboratories. We focus exclusively on labs that primarily test soil, water and air. Because of that focus, we are able to tightly align our products and services with the needs of our customers. Over 200 laboratories have implemented our Element DataSystem LIMS and we support facilities that range in size from two to over one hundred users.

Promium has served the analytical laboratory market for over thirteen years and Element DataSystem LIMS has been selected by over 240 laboratories—including fifty Federal, State and Municipal labs (with implementations at seven of the ten EPA Regional labs). We have several customers in the State of Arizona but of particular relevance for the City of Tucson is the Pima County Regional Wastewater Reclamation agency/ Compliance Regulatory Affairs Office (CRAO) which selected Element to enable CRAO to achieve NELAC certification for the new Central Laboratory Complex. Element has been deployed in many commercial labs in Arizona which electronically report to Arizona Department of Health Services, Arizona Department of Environmental Quality and U.S. EPA Region 9. Promium is already aware of the required reporting formats and understands that even though Arizona is not a NELAC accredited state they may want to follow similar regulatory requirements in case accreditation needs change.

Element is designed and developed based on NELAC, ELAP and GALP regulations and standards such as ISO 17025 and other state and municipal regulatory frameworks. Element is designed to work with environmental compliance analytes, EPA and Standard Methods 20th Edition, as specified in 40 CFR Parts 136 and 141 of the Federal Register, and Physical/Chemical Methods, SW 846. CAS Registry Numbers and ADEQ contaminant codes. Utilizing a unified approach to product architecture Element includes all core functional components in one system. There are no additional modules to purchase, integrate or maintain. This approach not only creates a favorable total cost of ownership for the City, but makes it easier to implement and upgrade the system.

Element employs a centralized database and a data repository for information storage. The Element application is deployed to the desktop for lab technicians, project managers, QA, the management team, and other lab personnel. Element is also capable of transferring data to and from external systems as generally described in the technical requirements matrix.

Using a widely adopted standards-based Microsoft platform technology, Element is highly configurable. Using tables and check-boxes, many modifications to the system can be implemented without changes to the software codebase. Element is compliant with commonly used versions of Microsoft software and supports

# PROMIUM

We speak the language of your lab

the Oracle and Microsoft SQL database. Element also incorporates Crystal Reports from SAP, the industry standard report writing engine, to provide pre-defined and customized reports.

Element includes instrument interpreters for all major analytical instruments that create a digital output. These interpreters enable the DataTool functionality within Element to automatically upload instrument results for review. In addition to supporting the instruments listed in the RFP, Promium generally provides interpreters for new instruments at no additional charge as a benefit of the annual maintenance plan. At the pre-bid meeting on September 14, 2011 it was mentioned that there might be additional instruments added to the lab. Since our installation includes all instruments to be brought online we expect to add these as well. Promium will also offer different strategies for migrating Seedpak data into Element or into an historical database repository.

## **Astrix Background**

Astrix is a recognized leader in helping organizations digitize the collection and management of scientific and operational data. Our innovative technologies allow our clients to deploy systems that turn data into knowledge, increase organizational efficiency, improve quality and reduce costs.

Astrix's services are organized along the following business lines:

### **Consulting**

As a vendor and product independent expert in scientific data management systems, Astrix assists clients in the evaluation and implementation of both commercial off-the-shelf (COTS) and custom solutions. Astrix can manage the entire life cycle of a technology project from business case preparation through deployment or provide Project Support Services to augment internal resources.

### **Integration**

Many organizations have invested considerable resources in point source solutions but have yet to integrate them with other applications to create a comprehensive solution. Astrix can integrate disparate systems to create an enterprise approach to data collection, management and reporting.

## **Astrix History**

Astrix introduced its first product, Aquarius®, in 1983. Aquarius, a data processing and reporting package for environmental testing laboratories, was licensed to the Hewlett Packard Company in 1983 for marketing and distribution. Aquarius was installed in over 700 analytical laboratories worldwide and became the de-facto industry standard for chromatographic system data acquisition. Throughout the 1980's Astrix continued to develop commercial software solutions for high throughput analytical laboratory environments.

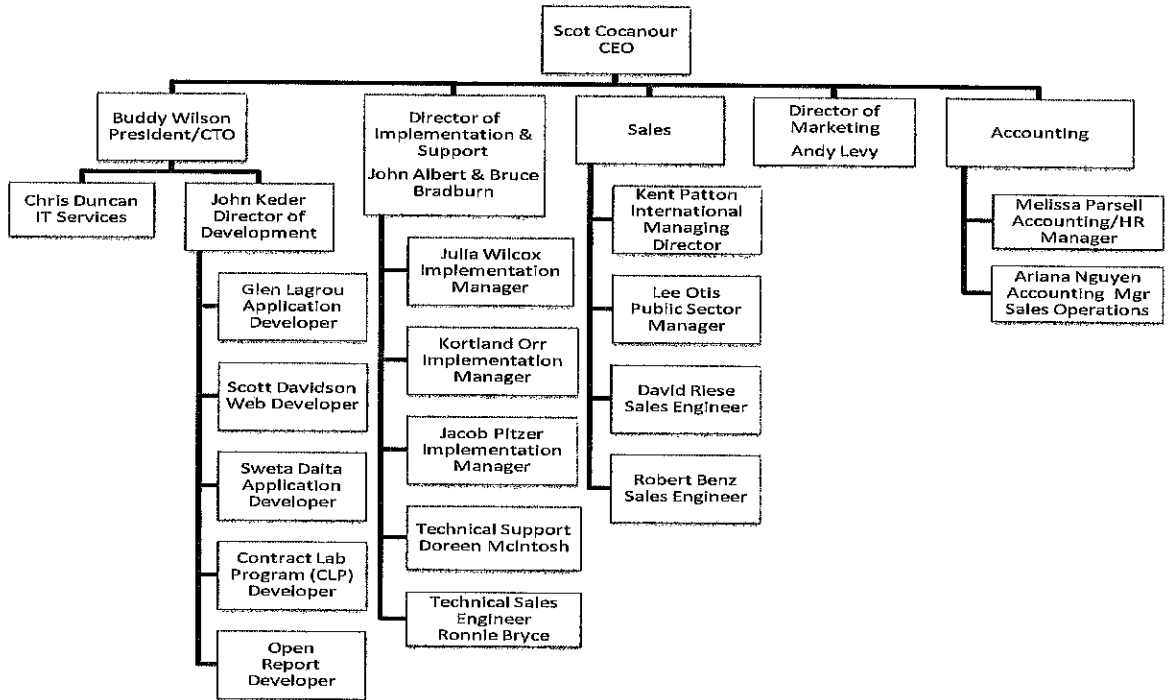
In 1991, Applied Bioscience International (NASDAQ:APBI), an international life sciences company with a portfolio of clinical, environmental, toxicology, and agricultural expertise providers purchased Astrix. Astrix expanded its system development capabilities to service these corporate affiliates and broadened its market. The firm's focus expanded from laboratory information management systems (LIMS) to broader scientific data processing solutions.

In 1995, management purchased Astrix in an asset purchase agreement with APBI, forming a privately held corporation organized in the State of Delaware overseen by the original managing principals with oversight from an independent Board of Directors. The company expanded through a series of strategic acquisitions servicing various market segments.





## 7.1.2 Company Organization and Segmentation



# PRŌMIUM

We speak the language of your lab

## 7.1.3 Financial Statements

## 7.1.4 Business and Development Plans

### General Business and Development Plans

Promium is a closely held private entity that treats proprietary information confidentially. We can share high level business and development plans with a prospective customer if the City agrees to not disclose the data with any parties outside of the review committee.

Element DataSystem™ LIMS is one of the nation's leading LIMS for testing applications in both commercial and public entity laboratories. Our core strengths are in the scientific disciplines of water/wastewater, air, soil, and hazardous materials testing. By focusing on these specialties and not pursuing a "all things to all labs" strategy, we have produced a solid record of profitable growth and customer satisfaction. Philosophically, we do not believe that a true commercial-off-the-shelf (COTS) LIMS can offer the breadth, depth and specificity to effectively manage both environmental type laboratories and life-science / pharmaceutical type facilities. Promium excels in the water/wastewater LIMS segment because of our tight focus on EPA regulatory compliance rather than FDA protocol.

To complement our business segment niche, we are actively engaged in international expansion by supplying leading LIMS technologies to testing laboratories in our market segment throughout Europe and Southeast Asia. This 'broad geography, market specific' strategy will provide ample runway to continue Promium's 13 year history of growing profits and revenue and satisfied users with little to no debt load.

Promium is and will continue to be a Microsoft partner. Our development team is proficient in understanding and utilizing the broad selection of tools provided by the world's largest software firm to its certified partners. Version 7 of Element, currently under development, is the latest iteration of that evolution. Significant reliance upon experienced user suggestions, filtered through our chemist-developer team promotes a continuous stream of new features and system improvements. This strategy is critical to why approximately half of the most productive testing laboratories in the industry use Element DataSystem.

Promium's business model, from Sales to Support, relies heavily upon customer referrals and word-of-mouth advertising. We believe the 4,000 users from over 240 laboratories who use Element provide the best advertising available.

#### Research and Development Activities

Promium is dedicated to the continued improvement of existing products and the development of new technologies to enhance the quality and productivity of our clients. Currently, our research and development activities are focused on the next generation of the Element DataSystem that includes:

- Conversion of Element DataSystem and supporting applications and components from a Visual Basic 6 code base to a Visual Basic.NET code base.
- Redesign of primary database structure to support new features, provide a more normalized structure and take advantage of inherent features of major RDBM's.
- Continual improvement and addition of new features to Element DataSystem including support of new client feature requests support of new operating systems, automation of core features for login, report and EDD production.

# PROMIUM

We speak the language of your lab

Promium invests \$470,000 annually on research and development which is 15.4% of total revenue.

## **Strategic Direction**

The current and future R&D efforts over the next several years will concentrate on converting our current applications from a Visual Basic 6 code base to a Visual Basic.NET code base. This conversion will permit us to more easily install, configure and support our software on new and future operating systems. This conversion will allow us to take advantage of features available in .NET that are currently not available in Visual Basic 6. As part of this conversion significant redesign and update of the database structure will be made in order to add new features, overcome some program/feature limitations related to our current database/table design and provide a more normalized/relational database structure. In addition the conversion will provide long term improvements in code structure, standardization and maintenance.

# PRŌMIUM

We speak the language of your lab

## 7.1.5 Financial Rating Reports

Not applicable

## 7.2 List of Standard Reports and Examples of Key Reports

The primary report design tool for Element is Crystal Reports. A license for this industry-standard program is included with the purchase of Element and is installed during the Element installation. The full version of Crystal Reports is used to modify the existing formats supplied with Element and create new report templates. However, report modifications are not necessarily required when Element is installed. Many laboratories satisfactorily run Element using the standard reports packaged with the "off-the-shelf" version of Element.

Crystal Reports provides a wide array of report functionality with a relatively simple-to-use design interface.

- Fields on the report can be dragged/dropped and modified with simple mouse clicks and limited command usage.
- Reports that incorporate charts and graphs can be designed within the Crystal Report interface using snapshots of real data from the Element LIMS system.
- Client reports can be generated on a Work Order basis or they can be grouped by client and/or project for batch reporting.
  - During the reporting process, the user can elect to do a 'modified' report. The user can override the default reporting parameters for the analyses in their report. These parameters include options such as decimal places, significant figures, wet/dry reporting, and final units.

Element LIMS report options include:

- a) Stock report formats are customizable with respect to borders, fonts, margins, colors, etc..
- b) An advanced reporting tool for system administrator and developers to design reports is provided.
- c) Reports are all available in hard copy, on screen and available to e-mail, fax or publish on the web.
- d) Reports are exportable in HTML and PDF.
- e) The following result output formats are included: XML, ASCII, CSV (comma separated value) and space delimited value files and XML.
- f) Access to certain reports and to a particular content item of certain reports or access to certain data can be restricted for non-authorized users.
- g) Reports exclude certain data based upon the value of approval status and QC status. This is done through the Options Menu on the Reporting screen. In addition four types of reports can be run: Draft, Modified Draft, Final, Modified Final. The modified report functionality provides additional filtering capabilities to control what is output to a report.

Element Provides the following pre-written reports:

- Work Order/Sample Summary
- Subcontract Order
- Custody Log
- Route Sheet
- SDG Summary
- Bottle Order
- Standards Page
- Bench Sheet
- Sequence List
- Analysis Info Report
- Client Info Report

# PROMIUM

We speak the language of your lab

- Project Info Report
- Maintenance Log
- Data Entry Review Report
- Calibration Report
- Work List Reports (by sample, analysis and department)
- Historical Data Report
- Bid Report
- Analytical Reports (several standard formats)
- Invoices
- Work Order Status Report
- Audit Trail Report
- Control Chart Report
- Numerous Label Formats

Promium is knowledgeable and experienced in working with Environmental Compliance analytes, EPA and standard methods 20<sup>th</sup> Edition, as specified in 40 CFR parts 136 and 141 of the Federal Register. Element conforms to test methods for evaluating solid wastes, physical and chemical methods, SW 846, CAS registry numbers. In addition many of our clients in Arizona use ADEQ contaminant codes for reporting. This is further described in Exhibit 5: Responsiveness, Essay Responses.

Promium has a relatively large market share of the environmental laboratory segment in Arizona. Our implementers and support staff have worked closely with our customers to configure their Element database and design reports for ADEQ compliance. Following is a list of Arizona references who are familiar with the use of Element to meet the reporting requirements of the State:

Arizona Client	Contact Name, Address and phone number
Pima County Compliance and Regulatory Affairs Office	Barbara Escobar <a href="mailto:Barbara.Escobar@wwm.pima.gov">Barbara.Escobar@wwm.pima.gov</a> and Regulatory Compliance Lab Director  Belinda Gamboa-Felix Regulatory Compliance Data Coordinator Compliance and Regulatory Affairs Office 7101 N. Casa Grande Highway Tucson, Arizona 85743 Office: 520-443-6007 Cell: 520-730-2025
Global Water I	Kiera Hunter: 22590 North Power Parkway, Maricopa, AZ 85238 (520) 233-9210 and/or (520) 568-6367
Legend Technical Services	Robert Vertefeulle: 17631 North 25th Avenue, Phoenix, AZ 85023 (602) 324-6100 and/or (602) 324-6101
TestAmerica - Phoenix	Ann Bousquet: 4625 East Cotton Center Boulevard Suite 189, Phoenix, AZ 85040 (602) 437-3340
Turner Laboratories, Inc.	Terri Garcia: North Coyote Drive Suite 104, Tucson, AZ 85745 (520) 882-5880 and/or (520) 882-9788
U.S. Army Yuma Proving Ground	Douglas Hankins: 301 C Street, Yuma, AZ 85365-9498 (928) 328-6912



**ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY**  
**Individual Sample Analysis Report**  
**Disinfection Byproducts**  
**TTHM HAA5**

System ID	Sample & Client
06/02/08 8:00 (24 hr clock)	System Name
Sample date    Sample time	
Sample name goes here	
Collection Point (TTHM/HAA5)	Non-Maximum Residence Time
<input type="checkbox"/> Yes <input type="checkbox"/> No	Maximum Residence Time
Reduced Monitoring	Sampling Type

Analysis Method	Contaminant Name	Cont. Code	Analysis Run Date	Result	
534.2	Chloroform	2041	02/04/09	<1.00	ug/L
534.2	Bromoform	2042	02/04/09	<1.00	ug/L
534.2	Dibromochloromethane	2044	02/04/09	<1.00	ug/L
534.2	Bromodichloromethane	2043	02/04/09	5000	ug/L
534.2	TTHM	2050		<1.00	ug/L
534.2	Monochloroacetic Acid	2450	02/04/09	5.00	ug/L
534.2	Dichloroacetic Acid	2451	02/04/09	3.00	ug/L
534.2	Trichloroacetic Acid	2452	02/04/09	<1.00	ug/L
534.2	Monohaloacetic Acid	2453	02/04/09	<1.00	ug/L
534.2	Dihaloacetic Acid	2454	02/04/09	<1.00	ug/L
534.2	HAA5	2456		<1.00	ug/L

»»»» LABORATORY INFORMATION ««««  
 To be filled out by laboratory personnel

Specimen Number: 080601-08(16) \_\_\_\_\_

ID Number: \_\_\_\_\_

Comments: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date Public Water System Notified: \_\_\_\_\_

Arizona Department of Environmental Quality  
 Water Quality Data Unit 5413B-1  
 1110 West Washington Street, Phoenix, Arizona 85007  
 For Questions Call: (602) 771-4641 or within AZ (920) 234-5677 ext. 771-4624

# PROMIUM

We speak the language of your lab

PERMITTEE NAME/ADDRESS:

Name: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

DISCHARGE MONITORING REPORT (DMR)  

1234567	76543 2
PERMIT NUMBER	DISCHARGE NUMBER

FORM APPROVED  
 DMR No 2040-0001

Facility: Cityville WWTP  
 Cityville, WA 12345

MONITORING PERIOD  

FROM	11/04/01	TO	11/04/30
------	----------	----	----------

\*\*\* NO DISCHARGE \*\*\*

ATTN: Lemi Allone, WWTP Director

NOTE: Read instructions before completing this form.

PARAMETER (6-2)	SAMPLE MEASUREMENT PERMIT REQUIREMENT	(3 Card Only) (6-3)		Loading (6-4)	(4 Card Only) (6-5)		Concentration (6-6)		NO. EX (6-7)	Frequency of analysis (6-8)	Sample Type (6-9)
		Average	Maximum		Unit	Minimum	Average	Maximum			
Biochemical Oxygen Demand 185456 EFFLUENT GROSS VALUE	MEASUREMENT PERMIT REQUIREMENT	*****	0.00	LB/DAY	*****	12.700	12.700	mg/kg	0	FIVE / WEEK	Composite
Biochemical Oxygen Demand 277695 INFLUENT RAW VALUE	MEASUREMENT PERMIT REQUIREMENT	*****	0.00	LB/DAY	*****	72.800	72.800	mg/kg	0	FIVE / WEEK	Composite
Total Suspended Solids 6546234 EFFLUENT GROSS VALUE	MEASUREMENT PERMIT REQUIREMENT	*****	0.0	LB/DAY	*****	*****	5.57	mg/kg	0	THREE / WEEK	Composite
Total Suspended Solids 984600 INFLUENT RAW VALUE	MEASUREMENT PERMIT REQUIREMENT	*****	0.00	LB/DAY	*****	28.50000	28.50000	mg/kg	0	THREE / WEEK	Composite
Total Suspended Solids % Removal 526243 PERCENT REMOVAL	MEASUREMENT PERMIT REQUIREMENT	*****	OCCASIAL	%	*****	60.5	60.5	%	0	THREE / WEEK	CALC
ALLEGED/ TITLE PRINCIPAL EXECUTIVE OFFICER		I CERTIFY UNDER PENALTY OF LAW THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AM AWARE THAT THIS INFORMATION IS BEING SUBMITTED TO THE EPA AND STATE AGENCIES FOR THEIR USE IN ENFORCEMENT OF THE NPDES ACT AND REGULATIONS. I UNDERSTAND THAT THIS INFORMATION IS BEING MADE AVAILABLE TO THE PUBLIC AND THAT I AM RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THE INFORMATION I HAVE PROVIDED.							TELEPHONE	DATE	
Lemi Allone WWTP Director		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT							(225) 595-1217	11/04/19	
TYPED OR PRINTED		OFFICER OR AUTHORIZED AGENT							AREA CODE NUMBER	YEAR MO DAY	

COMMENT AND EXPLANATION OF ANY VIOLATIONS (reference to attachments if any)

## Appendix A Laboratory Data Package Cover Page

This data package consists of:

- This signature page, the laboratory review checklist, and the following reportable data:
- R1 Field chain-of-custody documentation;
- R2 Sample identification cross-reference;
- R3 Test reports (analytical data sheets) for each environmental sample that includes:
  - a) Items consistent with NELAC 5.13 or ISO/IEC 17025 Section 5.10
  - b) dilution factors,
  - c) preparation methods,
  - d) cleanup methods, and
  - e) if required for the project, tentatively identified compounds (TICs).
- R4 Surrogate recovery data including:
  - a) Calculated recovery (%R), and
  - b) The laboratory's surrogate QC limits
- R5 Test reports/summary forms for blank samples;
- R6 Test reports/summary forms for laboratory control samples (LCSs) including:
  - a) LCS spiking amounts,
  - b) Calculated %R for each analyte, and
  - c) The laboratory's LCS QC limits.
- R7 Test reports for project matrix spike/matrix spike duplicates (MS/MSD) including:
  - a) Samples associated with the MS/MSD clearly identified,
  - b) MS/MSD spiking amounts,
  - c) Concentration of each MS/MSD analyte measured in the parent and spiked samples,
  - d) Calculated %Rs and relative percent differences (RPDs), and
  - e) The laboratory's MS/MSD QC limits
- R8 Laboratory analytical duplicate (if applicable) recovery and precision:
  - a) the amount of analyte measured in the duplicate,
  - b) the calculated RPD, and
  - c) the laboratory's QC limits for analytical duplicates.
- R9 List of method quantitation limits (MQLs) for each analyte for each method and matrix;
- R10 Other problems or anomalies.
- The Exception Report for every "No" or "Not Reviewed (NR)" item in laboratory review checklist.

**Release Statement:** I am responsible for the release of this laboratory data package. This data package has been reviewed by the laboratory and is complete and technically compliant with the requirements of the methods used, except where noted by the laboratory in the attached exception reports. By my signature below, I affirm to the best of my knowledge, all problem s anomalies, observed by the laboratory as having the potential to affect the quality of the data, have been identified by the laboratory in the Laboratory Review Checklist, and no information or data have been knowingly withheld that would affect the quality of the data.

**Check, if applicable:**  This laboratory is an in-house laboratory controlled by the person responding to rule. The official signing the cover page of the rule-required report (for example, the ARA.R.) in which these data are used is responsible for releasing this data package and is by signature affirming the above release statement is true.

Name (Printed)

Signature

Official Title (Printed)

Date

RC-366/RRP-13 December 2002

## ORGANIC ANALYSIS DATA SHEET EPA 8270C

DRAFT: Effluent1

Laboratory: Promium SDG: DRAFT  
 Client: ABBA Engineering Project: P2345  
 Matrix: Water Laboratory ID: P104011-01 File ID:  
 Sampled: 04/12/11 00:00 Prepared: 04/12/11 13:59 Analyzed: 04/12/11 14:11  
 Solids: Preparation: EPA 3520 Initial/Final: 1000 mL / 1 mL  
 Batch: 1041202 Sequence: Calibration: Instrument: Inst

CAS NO.	COMPOUND	DILUTION	CONC. (ug/L)	Q
88-06-2	2,4,6-Trichlorophenol	1	1.00	U
591-35-5	3,5-Dichlorophenol	1	1.00	U
95-77-2	3,4-Dichlorophenol	1	1.00	U
935-95-5	2,3,5,6-Tetrachlorophenol	1	1.00	U
1011-91-1	2,3,4,5/2,3,4,6-Tetrachlorophenol	1	2.00	U
3011-93-3	3,4,5-Trichlorophenol	1	1.00	U
2011-92-2	Pentachloroanisole	1	1.00	U
87-86-5	Pentachlorophenol	1	1.00	U

SYSTEM MONITORING COMPOUND	ADDED (ug/L)	CONC (ug/L)	% REC	QC LIMITS	Q
2-Fluorophenol		0.00		30 - 150	*
Phenol-d6		0.00		10 - 150	*
Nitrobenzene-d5		0.00		30 - 150	*
2-Fluorobiphenyl		0.00		30 - 150	*
2,4,6-Tribromophenol		0.00		30 - 150	*
Terphenyl-d14		0.00		30 - 150	*

INTERNAL STANDARD	AREA	RT	REF AREA	REF RT	Q
1,4-Dichlorobenzene					
Naphthalene-d8					
Acenaphthene-d10					
Phenanthrene-d10					
Chrysene-d12					

\* Values outside of QC limits

## Element DataSystem Default Reports

Template Filename	Report Description
adt_default.rpt	Default Audit Trail Report
adt_sampleanalysis.rpt	Sample Analysis Audit Trail Report
adt_samplequalifier.rpt	Sample Qualifier Audit Trail Report
ain_default.rpt	Analysis Info Report (Project)
axi_default.rpt	Analysis Details (Print) Report
axi_validation.rpt	Analysis Validation Report (Print)
bch_byanalysis.rpt	Bench Sheet by Analysis Report
bch_code128.rpt	Bench Sheet with Code 128 Bar Codes Report
bch_code39.rpt	Bench Sheet with Code 39 Bar Codes Report
bch_default.rpt	Default Bench Sheet (Landscape) Report
BCH_XMPL.vba	Bench Sheet macro code
bid_default.rpt	Default Bid Report
bid_default_tax.rpt	Default Bid Report Including Tax
btl_default.rpt	Default Bottle Order Report
cal_default.rpt	Default Calibration Report
cct_default.rpt	Default Control Chart Report
cct_dop_report.exe	Demonstration of Proficiency Executable
cct_dop_report.rpt	Demonstration of Proficiency Report
cln_default.rpt	Client Information Report
con_default.rpt	Default Consumables Report
cub_default.rpt	Default Cleanup Batch Report
det_ammonia.vba	Ammonia Data Entry Example Spreadsheet Macro
det_TSS.vba	TSS Data Entry Example Spreadsheet Macro
det_X@TSS.vba	TSS Data Entry Example Spreadsheet Macro
dsp_default.rpt	Default Disposal Report
hst_default.rpt	Default Historical Data Report
ico_default.rpt	Default Internal Chain of Custody Report
inv_default.rpt	Default Invoice Report
inv_TestEXE.exe	Invoice Test Program
lbl_default.rpt	Default Bottle Order Labels Report
lbx_default.rpt	Default Extract Labels Report
lcn_zebra.cmd	File to support Zebra printer for printing bar code labels for Consumables. (1 of 3)

# PRŌMIUM

We speak the language of your lab

lcn_zebra.exe	File to support Zebra printer for printing bar code labels for Consumables. (2 of 3)
lcn_zebra.tmp	File to support Zebra printer for printing bar code labels for Consumables. (3 of 3)
lex_default.rpt	Default Dot-matrix Extract Labels Report
lex_m@analysis.rpt	Single Page Multiple Extract Labels Including Analysis Report
lex_m@default.rpt	Single Page Multiple Extract Labels Report
lsq_default.rpt	Sequence Sample Labels Report
lst_default.rpt	Default Standard Labels Report
lst_m@default.rpt	Single Page Multiple Standard Labels Report
lsx_analysis.rpt	Sampe Labels Including Analysis Report
lsx_analysisvalid.rpt	Sampe Labels Including Analysis on Valid Containers Report
lsx_code128.rpt	Dot-matrix Sample Labels with Code 128 Bar Codes Report
lsx_code39.rpt	Dot-matrix Sample Labels with Code 39 Bar Codes Report
lsx_default.rpt	Dot-matrix Default Sample Labels Report
lsx_m@5160.rpt	Avery 5160 Single Page Multiple Sample Labels Report
lsx_m@8253.rpt	Avery 8253 Single Page Multiple Sample Labels Report
lsx_m@Av5162.rpt	Avery 5162 Single Page Multiple Sample Labels Report
lsx_m@datamatrix.rpt	Single Page Large and Small Sample Labels Report
lsx_m@default.rpt	Single Page Multiple Sample Labels Report
lsx_m@quick.rpt	Sample Labels Including Sample Number and Designator Only Report
lsx_zebra.exe	Zebra Executable File for Sample Labels
mnt_default.rpt	Default Maintenance Report
mnt_downtime.rpt	Maintenance Downtime Report
mnt_overdue.rpt	Maintenance Overdue Report
PASDWAXLS_Reports.zip	Crystal Report formats for PASDWAXLS edd in edd library.
prj_default.rpt	Default Project Information Report
rev_default.rpt	Default Data Review Report
rte_default.rpt	Default Route Sheet Report
sco_default.rpt	Default Sub-contract Work Order Report
sco_excel.exe	Sub-contract Work Order Export Program
sdg_default.rpt	Default Sample Delivery Group Report
seq_default.rpt	Default Sequence Report
SEQ_Export.exe	Sequence Export Program
std_default.rpt	Default Standard Log Book Page Report
tcd_default.rpt	Default Thermocouple Report
tcd_overrange.rpt	Thermocouple Overrange Report

# PROMIUM

We speak the language of your lab

usr_default.rpt	Default User Report
usr_overdue.rpt	User Overdue Report
wcl_default.rpt	Default Waste Container Report
wcl_summary.rpt	Waste Container Summary Report
wkl_default.rpt	Default Work List (landscape) Report
wkl_dept.rpt	Work List by Dept Report
wko_CH2MHILL_EDD_V4.exe	Program to create CH2MHILL V4 Electronic Login Deliverable (csv file). Uses XCH2MHILL.mdb cross table. Run from Print, Work Order.
wko_default.rpt	Default Work Order Report
wko_TestEXE.exe	Work Order Test Program
wko_withcntnr.rpt	Work Order with Container Report
wko_withdept.rpt	Work Order with Department Sub-sections Report
wko_withpres.rpt	Work Order with Preservation Confirmation Form Report
wko_withrush.rpt	Work Order with Rush Notices Report
wkw_default.rpt	Project Status List (landscape) Report

# PRŌMIUM

We speak the language of your lab

## 7.3 List of Exceptions

None



**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

Ref #	Description	B, O, T, C, A, F, N	Explain or describe proof of compliance with this regulation
<b>1.0</b>	<b>Mandatory Requirements</b>		
<b>1.1</b>	Supports clients running on Windows 7 or higher.	B	Supports Windows XP or greater, x86 or x64
<b>1.2</b>	Supports and is compatible with Microsoft Office 2010 or later.	B	For backward compatibility, Element LIMS utilizes the .xls format for both import and export throughout the software.
<b>1.3</b>	Software proposed is the latest release and the Vendor is authorized to license and support the proposed software.	B	The latest production release will be installed at the time of implementation.
<b>1.4</b>	Software proposed is currently functioning in a production environment.	B	Promium has implemented Element LIMS in over 290 facilities
<b>1.5</b>	Proposed solution is not hosted off-site. Software and databases for proposed system will be housed on City of Glendale servers.	B	On-premises hosting is our standard implementation plan
<b>1.6</b>	Proposed solution is commercial off-the-shelf (COTS) software application designed for water and wastewater labs.	B	Element LIMS has been a COTS from inception, designed specifically for commercial environmental laboratories and water/wastewater laboratories.
<b>1.7</b>	LIMS is compatible with data warehousing.	C	A small custom program must be written by Promium or Glendale developers to exchange data between the LIMS and the data warehouse. Direct SQL exchange or the use of an intermediate file is anticipated.
<b>1.8</b>	LIMS uses a centralized server housed at Pyramid Peak Water Treatment Plant.	B	Element LIMS utilizes a 2-tier client/server architecture. The database server may be centralized at the PPWTP. It may also double as the file server.
<b>1.9</b>	LIMS must permit data to be stored on lab computers then transferred to server by user.	B	Assuming the appropriate permissions, both internal to the application and to the local directory.
<b>1.10</b>	LIMS is capable of importing data directly from lab instruments.	B	Utilizing the DataTool library of instrument interpreters.
<b>2.0</b>	<b>General Requirements</b>		
<b>2.1</b>	Supports Microsoft SQL Server 2012 with plans to support subsequent versions.	B	Recommend SQL Server 2012 R2 or greater, Standard Edition
<b>2.2</b>	Compatible with VM Ware 5.5.	B	VM Ware compatibility is a function of SQL Server, which runs well under VM Ware 5.5. Many of our clients utilize a VM for their database server.
<b>2.3</b>	Communicates via TCP/IP network protocol only - ability to turn back all others.	B	Element LIMS uses TCP/IP protocol

**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<b>2.4</b>	Integrates with Microsoft Office 365.	B	Assumes Microsoft Office 365 is downloaded to the desktop. Integrates with Microsoft Exchange for email delivery.
<b>2.5</b>	System provides a GUI interface.	B	Utilizes a Windows Multiple Document Interface (MDI), which allows many different objects to be open simultaneously
<b>2.6</b>	System supports running on clients via Windows Terminal Server.	B	Terminal Server or Windows Remote App are typically used for remote deployments
<b>2.7</b>	Context sensitive online help is available within the system.	N	Help is available through the Element LIMS User Guide, a bookmarked PDF available from the "Help" menu.
<b>2.8</b>	System does not require dedicated hardware (e.g., PCs used to access LIMS can be used for other purposes).	B	It is expected that LIMS client machines will be used for other purposes
<b>2.9</b>	System allows a minimum of 8 concurrent users.	B	Licensing ranges from 2 to over 100 concurrent users
<b>2.10</b>	System allows for a minimum of 30 seats.	B	There is no limit to the number of workstations onto which the client application may be loaded
<b>2.11</b>	Ability to import/export data to ASCII command delimited, CSV, Microsoft Excel file, Microsoft Access file, and XML format.	B	Import/export functionality is available from many screens, with MS Excel being used most frequently as the output format (xls). CSV, MDB, and XML are also supported in various screens
<b>2.12</b>	Vendor will preload the City's existing library of sample identifications (standard sampling locations) into the LIMS. Table containing sampling location identifications should be capable of containing 45 fields for use in both the LIMS and report generation.	B	Table must fit into Element data hierarchy. Premium Implementation will format the data received by the City lab staff into file that can be imported to Element
<b>2.13</b>	The LIMS supports importing data from subcontract labs with little to no re	B	The degree of data file reformatting depends on the format received from the subcontract lab and whether the lab uses Element LIMS as their LIMS.  Preferably, subcontractors will receive a Work Order generated by Element LIMS in a specifically-formatted Excel workbook that is to be populated by the subcontractor.
<b>2.14</b>	Identify the user interface of the proposed software.	B	Windows MDI interface
<b>3.0</b>	<b>Communications</b>		
<b>3.1</b>	Ability to have remote control/access for administration.	B	Remote access is typically done using Terminal Services or Remote App in conjunction with a VPN tunnel.
<b>4.0</b>	<b>User Interface</b>		

**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<b>4.1</b>	Ability to provide on-line inquiry to audit files.	B	The administrator's audit trail provides various query tools from the Element LIMS client.
<b>4.2</b>	Ability to query historical and current audit files.	B	Analyst audit tools allow context-sensitive querying. Administrator audit tools provide in-depth querying.
<b>5.0</b>	<b>Test Information</b>		
<b>5.1</b>	The LIMS has pre-loaded into a database all environmental compliance analytes, EPA and Standard Methods 20th Edition (or future edition), as specified in 40 CFR Parts 136 and 141 of the Federal Register, Test Methods for Evaluating Solid Waste, Chemical/Physical Methods, SW 846. CAS Registry Numbers, ADEQ contaminant codes and regulator limits are linked to all analytes and each test is linked to the appropriate analytes for each test in the above referenced methods.	C	Premium implementation will begin with a blank data base that will then be populated with Glendale SOPs and methods. A hyperlink to .pdf documents will be provided within the system; this link can be updated as documents are updated.
<b>5.2</b>	The LIMS has the ability to establish and define information for commonly used tests for environmental analyses. Information is stored/linked to individual tests includes a customizable analyte list, reporting units, number of significant figures for reporting (up to 10 significant figures), precision to which analyte will report (decimal places), and the following specifications for each analyte: minimum detection limit (MDL), minimum repeat level (MRL), practical quantitation limit (PQL), and maximum contaminant level (MCL).	B	These are all standard features of Element LIMS, which is designed with granularity sufficient for ISO 17025 and NELAC compliance.
<b>5.3</b>	Ability for the user to add and delete analytes to customize the test methods for the laboratory's requirements.	B	Given the appropriate permissions.
<b>5.4</b>	For convenience of defining projects and logging in samples, tests can be grouped into user defined test groups or batches. All tests associated with a test group or batch are then included in a project if added at log-in when the test group or batch is selected.	O	Tests can be grouped into user defined test groups or batches. Tests can be assigned to samples at login even if they are not defined in the project. Adding an analysis to a sample at login does not automatically add the same test to the project.
<b>5.5</b>	Each prep test code includes default prep factors based upon initial volume or weight of sample and the final volume or weight after prep phase is completed. Such prep factors are then applied to the analytical results to correct for the prep factor in calculating the final reporting value.	B	Prep methods may be defined as prerequisites for analytical tests. Both are populated with appropriate defaults per the relevant project.

**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<b>5.6</b>	The user has the ability to change these prep factors at the time the prep phase of testing is performed if the default values are not used for any individual sample. The LIMS would correct the final result for the data entered during the prep phase for the samples.	B	Given the appropriate permissions.
<b>6.0</b>	<b>Management Reports</b>		
<b>6.1</b>	The LIMS is capable of generating Backlog reports and the user is able to pull these reports based on each of the following sample/test characteristics: Sample Number, Due Date, Test Group ID, Analyte Name, and Department.	B	This is the function of the Query Work Status filter tool.
<b>6.2</b>	The LIMS is capable of creating other reports such as short holding times work list, sample log-in record, sample/test received by department, and sample/test completed by department.	B	The Basic report catalog is included off the shelf. Please see <a href="http://www.promium.com/main/element-report-catalogue">http://www.promium.com/main/element-report-catalogue</a> for details.  Additional reports may be designed using Crystal Reports.
<b>6.3</b>	The LIMS is capable of creating other user defined reports that will query data by various sample parameters such as date of collection, sample ID, project name, analyte name, test name, test group ID, etc. The user is able to export the queried data to a spreadsheet format (Microsoft Excel).	B	Querying is performed within Element LIMS, with the output directed toward a specific Crystal Reports template or EDD for xls generation. The Custom EDD Builder allows user to create EDDs of their own design, in addition to the default EDD library.
<b>7.0</b>	<b>Analytical Data Management</b>		

**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<p><b>7.1</b></p>	<p>LIMS shall provide a means for analytical tests to be associated with a sample when samples are created. These analytical tests 'orders' or 'products' will be used to associate price and cost information, workflow, analytical method information, matrix, collection vessel type and size, label size, and preservative information. These 'test orders' or 'products' require the following information:</p> <ol style="list-style-type: none"> <li>1. Unique identifier</li> <li>2. Name</li> <li>3. Matrix</li> <li>4. Label Type and Size</li> <li>5. Typical Turn-Around Time for analysis</li> <li>6. Preservative</li> <li>7. Bottle Type and Size</li> <li>8. Maximum Holding Time</li> <li>9. Analytical Method Reference</li> <li>10. One or more Workpaths with one as a default.</li> </ol>	<p>B</p>	<p>These are all characteristics of the "Project" and "Work Order" levels of Element LIMS. Note that Work Orders are nested under Projects, inheriting project or child project characteristics.</p>
<p><b>7.2</b></p>	<p>LIMS shall allow analytical test order (products) to be combined into groups based on similarity of matrix, preservative, and bottle type.</p>	<p>B</p>	<p>This is done at the batch and bench sheet levels, which allow like matrices, etc. to be grouped across Work Orders.</p>

**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<p><b>7.3</b></p>	<p>LIMS shall allow pertinent information to be described for analytical methods. The method descriptions must include at minimum the following information:</p> <ol style="list-style-type: none"> <li>1. Unique ID</li> <li>2. Method Name</li> <li>3. Matrix</li> <li>4. List of Analytes measured by method including: <ol style="list-style-type: none"> <li>a. Method detection limits for each analyte</li> <li>b. Significant figure and rounding rules for each analyte</li> <li>c. Units of measurement for each analyte.</li> <li>d. ADEQ Parameter Codes for each analyte</li> <li>f. Effective date of Method instance</li> <li>g. Inactivation date of method instance (if superseded by new instance)</li> <li>h. Flag indicating whether method instance is active or inactive</li> <li>i. Instrument type used by method</li> <li>j. Standard Operating Procedure (SOP) reference</li> </ol> </li> </ol> <p>A full audit trail shall be supplied for Method descriptions.</p>	<p>B</p>	<p>These are standard within Element LIMS, with the following exceptions:</p> <ul style="list-style-type: none"> <li>- Rounding, measurement units, and sig fig rules are defined for the analysis/matrix as a whole and are not defined at the analyte level.</li> <li>- There is no capacity to define an instrument for a test method nor is there an effective date for new or retired instances.</li> </ul> <p>The Analysis instrument is where instruments can be associated to different analyses. An instrument can have more than one analysis, and an analysis can be denoted on more than one instrument. For test codes with multiple matrixes, the instrument will need to be added to each matrix.</p> <p>Instruments that are available to add to analyses are populated through the Instrument static table. Inactive instruments cannot be added to an analysis.</p>
<p><b>7.3.1</b></p>	<p>LIMS shall allow SOP documents to be associated with methods in LIMS. SOP should be stored external to the LIMS as it is annually revised or updated. Hyperlink needs to be able to be revised reflecting the revision ID. The association can be accomplished by storing the file path name with the method.</p>	<p>B</p>	<p>SOP documents may be attached to analyses as PDF files. The PDFs are stored in a network directory, with a pointer to the file stored within the database.</p>

**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<p><b>7.3.2</b></p>	<p>Each analytical result in LIMS will require the following:</p> <ol style="list-style-type: none"> <li>1. Analyst ID</li> <li>2. Sample ID</li> <li>3. Analysis measurement date and time</li> <li>4. ADEQ Parameter Codes for each analyte</li> <li>5. Analyte name</li> <li>6. Analyte units of measurement</li> <li>7. Data entry data and time</li> <li>8. Data Entry user's ID</li> <li>9. Date and Time of last modification</li> <li>10. User ID of last modifier</li> <li>11. Method ID</li> <li>12. Method Detection Limit</li> <li>13. Reporting Level Limit</li> <li>14. Dilution Factor</li> <li>15. Replicate ID (for samples run in duplicate, triplicate, etc.)</li> <li>16. Analytical values which shall allow:             <ol style="list-style-type: none"> <li>a. Numeric values</li> <li>b. Text values (e.g. 'Present', 'Absent')</li> <li>c. Qualifying values (e.g. '&lt;', '&gt;', '+/-')</li> </ol> </li> <li>17. Comments Field.</li> </ol>	<p>B</p>	<p>These are all standard fields associated with each project, work order, and sample.</p>
---------------------	---	----------	--

**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<p><b>7.3.3</b></p>	<p>In addition the following analytical values are required:</p> <ol style="list-style-type: none"> <li>1. Final Numeric, Text and Qualifying value fields. These values can be used to store results based on logic such as dilutions (e.g. Original Numeric value multiplied by Dilution Factor) or after other operations are applied such as comparison to a Method Detection Limit (MDL) value (e.g. a numeric result of 1.89 with a corresponding MDL of 2 would be changed to '&lt; 2'). The original values would be preserved. Where no dilutions or comparisons are required, these final result fields would just be a copy of fields.</li> <li>2. Rounded Result fields to hold string representation of results from image files after significant figures, rounding, and/or other formatting has been applied.</li> <li>3. Reporting Result fields to hold string representation of results from image files after application of significant figures, rounding, and/or other formatting has been applied as well as comparisons for Reporting Levels. (e.g. an initial result of 2.892 with MDL of 2, 2 significant figures, and a Reporting level of 3 would result in '&lt; 3'. 2.892 to 2 significant figures is 2.9. It is greater than the MDL of 2 so would be preserved as a value of 2.9, but is less than the Reporting level of 3 so would be represented as '&lt;3' in the Reporting Result field(s). These fields would be used for final reporting.</li> <li>4. Comment field. In addition, embedding of binary or text document file or storage of path to document is desirable.</li> <li>5. Footnoting at the parameter level is required using a code that corresponds to verbiage regarding the footnote.</li> <li>6. Approval Status.</li> <li>7. QC Status - flag data as OK, out-of-control, rejected, invalid, etc.</li> <li>8. Calculation ID (reference to any auditable calculations).</li> <li>9. Good Automated Laboratory Practice (GALP) comment ID.</li> </ol>	<p>B</p>	<p>All of this is provided except that there are no comment identifier or calculation IDs</p>
<p><b>7.4</b></p>	<p>LIMS shall properly update Reporting Limits to reflect any Dilutions for a given sample.</p>	<p>B</p>	<p>Dilution factors are tracked and may be applied to final results.</p>



**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<b>7.5</b>	A full audit trail including value auditing shall be provided for all analytical results. Any changes to data must be accompanied by a reason in accordance with Good Automate Laboratory Practices. Audit trail shall identify changes by ID of user making changes.	B	Included are the original value, new value, user ID, date/time, and free-form comments.
<b>7.6</b>	LIMS shall provide a means to perform calculations on analytical data and store the result as another analytical data row with an appropriate analyte name. For example, it should be possible to calculate and store an NO3-N value based upon an NO3 value multiplied by the constant 0.2259. All calculations shall have the following information associated with them: 1. A unique ID 2. Name of calculation 3. Creation date 4. Expiration date 5. Creator's user ID 6. Status flag indicating whether a calculation version is current.	B/C/N	It is possible to define calculations in Element. The following items are tracked in the system: Calculation Identifier, Name of calculation, Creation/Expiration dates, Creator's user ID, Status flags; the system can do some calculations automatically. Wet chemistry calculations can be incorporated by interface. External lab data not included; those calculations must take place outside of the LIMS.
<b>7.7</b>	All calculations shall have a full audit trail.	B	
<b>8.0</b>	<b>Sample Log-in and Scheduling</b>		
<b>8.1</b>	The LIMS is capable of generating customized sample numbers in the format 9606051530CHFM where: o 960605 represents the sample date June 5, 1996 o 1530 represents the sample collection time o CH represents the sample location (Cholla) o F represents the treatment plant location suffix (F=finished, R=Raw) o M represents the parameter type (M=Micro).	C	All of this information can be stored independently and then concatenated to create an ID to match Glendale's existing nomenclature. This can be used to create a SQL view from the back end.
<b>8.2</b>	The LIMS is capable of assigning a unique sample number in the format described in 8.1 to each sample and each bottle within the sample set.	N	The LIMS will assign a unique sample ID to each sample and bottle in the sample set (Work Order) but the format described in 8.1 is not feasible with our system

**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<b>8.3</b>	It is mandatory that the LIMS provide drop-down boxes receiving data from tables to populate fields for Sample Site Location, Sampler, and Project. This will limit choices and misspellings and will be useful in queries in the retrieval of data.	B	These fields are available.
<b>8.4</b>	The LIMS is capable of tracking whether the sample is/is not for compliance, the sample container, and the preservative used.	B	This is recorded upon sample receipt.
<b>8.5</b>	The user has the ability to indicate in the LIMS if a particular analyte is/is not for compliance purposes.	B	
<b>8.6</b>	The LIMS has the ability to assign a bottle type and preservative to a sample at the time of log-in.	B	Valid bottle types and kits may be defined at the matrix level and assigned at various stages of the workflow.
<b>8.7</b>	The LIMS is capable of tracking the individual who collects each sample.	B	Sample collector is recorded at the sample level.
<b>8.8</b>	The LIMS has the ability to generate and print a chain of custody for any sample being logged-in.	B	Yes, but generally a chain of custody needs to be created prior to sample login
<b>8.9</b>	The LIMS has the ability to generate and print a subcontracting chain of custody.	B	This form is a Crystal Report template that may be modified by COG.
<b>8.10</b>	The user has the ability to easily replicate or copy a sample to generate a new sample with the same information (project, sample date, sampler's initials, logged in by, received date, received time, received by initials, delivered by, delivery date, delivery time). Fields must be designated as 'required' or 'not required'. Fields that are not required must be allowed to be blank.	B	Using the copy/paste feature.
<b>8.11</b>	The LIMS has the ability to create 'Projects' for recurring samples. The 'Project' would contain all analytes of interest and sample information. The projects must be contained in a table accessed by users in a dropdown on a form that does not allow entry of new projects. New projects shall be added exclusively by the LIMS administrator.	B	Projects can be created as defined here. Users can be given view only rights to the project screen which will prevent them from adding new projects or modifying existing ones.

**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<b>8.12</b>	<p>If the LIMS has the ability to generate sample labels for each bottle received, labels should include:</p> <ol style="list-style-type: none"> <li>1. Sample Site name</li> <li>2. Project name</li> <li>3. Analysis</li> <li>4. Preservative</li> <li>5. Date _____ (This field should be blank to allow hand-written entry.)</li> <li>6. Time _____ (This field should be blank to allow hand-written entry.)</li> </ol> <p>Sample ID should indicate Sample Site Name (i.e. Well 22, Grid 5). This information should be available from a drop-down box when logging in sample.</p>	B	Label formats can be defined to include all these parameters
<b>8.13</b>	The LIMS contains a bar-coding feature that allows the generation of unique sample labels, identification of sample locations, and sampler ID.	B	Wedge-type barcode readers are supported throughout the software. Labels are defined as Crystal Reports templates.
<b>8.14</b>	LIMS shall provide an 'auto-fill' capability for sample-login user-interfaces so that redundant values can be distributed to multiple samples.	B	A bulk edit feature is available to block copy values across samples, meaning the LIMS does have auto-fill capability, including drop downs and "quick fill" for some items. Examples include route starts and bottle order.
<b>8.15</b>	It is desirable, but not mandatory that LIMS provide a sample scheduler capable of 'pre-logging' (adding samples to the database in advance of their expected collection date) samples.	B	The integrated Schedule Builder creates schedules with a graphical interface. The resulting schedule worksheet may then be edited as needed.
<b>8.16</b>	The sample scheduler, if included, shall be able to be invoked both manually and automatically at pre-determined dates and times.	B	Schedules may be used to auto-log samples.
<b>8.17</b>	The scheduler, if included, must be able to consolidate samples into 'collection lists' by date. It must also print hard-copies of collection lists and bar-code labels.	B	

**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<p><b>8.18</b></p>	<p>The scheduler, if included, shall offer the following data fields for each record:</p> <ol style="list-style-type: none"> <li>1. Sample Site ID</li> <li>2. Project ID</li> <li>3. Account ID</li> <li>4. Number of Bottles</li> <li>5. Price Level</li> <li>6. Analytical Test Grouping ('Product')</li> <li>7. Sample Matrix</li> <li>8. Schedule — a collection of specific dates and an optional time or a description of a recurrence pattern with starting date, optional ending date or maximum repetitions (for example: 1st Monday of the Third Month of every Quarter, starts today, lasts forever; Monday — Thursday Every Week, starts November 1, 2002, last for 9 repetitions; every 10 days between now and end of year). Recurrence patterns for times shall also be available.</li> <li>9. Creation Date/Time</li> <li>10. Inactivation Date/Time</li> <li>11. Date/Time last updated</li> <li>12. Flag indicating whether entry is currently active or inactive</li> <li>13. Schedule Requestor User ID</li> <li>14. Schedule Data-entry User ID</li> <li>15. Collection List Grouping or Route number.</li> </ol>	<p>B</p>	<p>All of this is provided except for the following:  Creation Date/Time  Inactivation Date/Time  Schedule Requestor User ID  Schedule Creator User ID</p>
<p><b>8.19</b></p>	<p>The scheduler, if included, must allow grouping of various schedule entries under a user-defined group name.</p>	<p>B</p>	<p>The schedules are defined for projects - this is the grouping</p>

**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<b>8.20</b>	The scheduler, if included, shall offer ability to add or edit schedule entries by: 1. Test Group (Product) and Matrix 2. Account ID 3. Project ID 4. Sample Site ID 5. Schedule Grouping	B	
<b>8.21</b>	The scheduler, if included, shall have a full audit trail on all schedule definition activities.	B	
<b>8.22</b>	The scheduler, if included, must have available a table of user-entered holidays. In addition a table of holidays and alternate sampling dates by a combination of any or all Test Group, Product, Account, Project, Site, and Schedule Grouping must be available. The scheduler must take into account any of these 'holiday shifts' before inserting new sample records into the database.	N	The scheduler will not avoid holidays - though these can be factored into due dates and turn-around-times. The person creating the schedule must be cognizant as to when a holiday when creating the schedule. The system will not flag them.
<b>8.23</b>	The scheduler, if included, must allow creation of new scheduled entries by copying existing entries. Such entries should differ by value from the original entries by at least one of the fields listed in 8.16 above.	B	Yes, except that all the fields in 8.16 are not available
<b>9.0</b>	<b>Sample Tracking</b>		
<b>9.1</b>	It is mandatory that the LIMS provide a unique identifier for every sample entered into system. Identifier shall use Year, Month, Day, Time, Sample Site Code, Analysis Type Code, and Location Code in creating the unique Identifier (See 8.1 for format).	C	See response to 8.1

**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<p><b>9.2</b></p>	<p>It is mandatory that for purpose of <b>Ground Water Rule</b>, the following fields must be in the chain of custody table along with being on data log-in form with the following data types:</p> <ol style="list-style-type: none"> <li>1. OriginalViolatingSpecimenId - Text field</li> <li>2. RepeatOriginalLocation -Yes/No Field</li> <li>3. RepeatOtherLocation - Yes/No Field</li> <li>4. RepeatDownstreamLocation - Yes/No Field</li> <li>5. RepeatUpstreamstramLocation - Yes/No Field</li> <li>6. SampleMonitoringTypeCode - Text</li> <li>7. SampleRepeatLocationCode - Text.</li> </ol> <p>This is important in producing a required report.</p>	<p>B</p>	<p>These fields will be defined during implementation and the initial configuration of the system.</p>
-------------------	--	----------	--

**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<p><b>9.3</b></p>	<p>LIMS shall provide, at minimum, the following information fields for each sample:</p> <ol style="list-style-type: none"> <li>1. Sample collection and receiving date and time</li> <li>2. Date and time of entry into LIMS</li> <li>3. Flag indicating sample shipped to external party (such as another laboratory)</li> <li>4. Shipping destination; identifier for samples shipped to external party</li> <li>5. Data fields to identify the persons responsible for: Sample collection, Sample receipt, Data entry into LIMS, Shipping samples to external laboratories, Requesting the Sample</li> <li>6. A comment field for each sample for field conditions, flow status, or other comments</li> <li>7. A description field to denote an optional description of sample</li> <li>8. A field to describe condition of sample upon arrival (pick-list)</li> <li>9. A field to categorize by COG-specific sample types</li> <li>10. Sample field data: Temperature of sample at collection time; Temperature of sample at receipt time; Free chlorine residual; Total chlorine residual; pH value</li> <li>11. Client identifier field (to identify client if a non-COG sample)</li> <li>12. Client sample number field (client's unique ID number for sample — for cross-reference purposes)</li> <li>13. Project Identifier (used for internal management)</li> <li>14. Storage Location of sample (once received)</li> <li>15. Test or test groupings for which the sample will be analyzed</li> <li>16. Number of bottles collected. Each bottle should have a unique identifier associated with it to distinguish replicate bottles from one another</li> <li>17. Matrix of sample (water, wastewater, recharge/reuse, etc.)</li> <li>18. Site Identifier (ID to cross-reference with external COG-defined data)</li> </ol>	<p>B</p>	
<p><b>9.4</b></p>	<p>LIMS shall feature full audit trail on all sample definition activities, sample receiving activities, and sample shipping activities. Changes to any sample tracking data following receipt shall require user to give a reason for the change.</p>	<p>B/N</p>	<p>Comments/reasons are not mandatory</p>

**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<b>9.5</b>	The LIMS has the ability to track holding times for individual tests for each sample.	B	Two holding times are available: receipt to prep, and prep to analyze.
<b>9.6</b>	Holding time for the prep phase of an analysis is linked to the analytical phase of the analysis and tracked independently. Holding times for second as subsequent phases of any analysis do not start tracking until the initial or preceding phase is completed. Holding times are tracked from the sample collection date and time.	B	All analyses can have one or two hold times defined. Hold times can be defined as Sampled to Prepared and Prepared to Analyzed.
<b>9.7</b>	The maximum date and time for sample holding must be calculated properly using the analytical method's holding time and the date and time of sample collection. An option shall be provided to use the sample receiving date and time or post-receiving preparation date and time (instead of the collection date and time) to calculate the maximum holding date and time.	B	Each analysis/matrix combination can have up to 2 hold times associated with it but only one is necessary according to most methods. By default, hold times are based on sample collection date/time to analyzed date/time but the hold time can be configured to received date/time, prepared date/time, etc.
<b>9.8</b>	LIMS shall feature a means to group related samples together (Accession Number) for collection purposes. A list of samples (a 'collection list') should be available for printing on demand. LIMS shall offer a means to easily re-group samples or edit pertinent sample information (such as collection dates or test groupings) upon demand.	B	<p>When samples are logged into the system they are assigned to a work order. This is the primary grouping for samples that are received together. The work order is assigned to a project and client.</p> <p>It is possible to switch a work order to a different project or client and project if necessary.</p> <p>It is not possible to move a sample to a client or project that differs from the client/project the work order is assigned to.</p> <p>It is also not possible to switch a sample to a different work order once it has been logged in.</p>



**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<b>9.9</b>	Bar-coded labels are required for every sample bottle. Two labels sizes shall be available as appropriate for the bottle size. Information displayed on bar-code labels must include the sample identifier, date of collection, collection site (location), and sample receiving department (intended destination). Labels shall be customizable for content and formatting. LIMS shall be able to use currently available label stock. Labels compatible with system must have been tested for adhesion, being waterproof, removability, and ability to be written on in ink and printed upon using direct transfer printing.	B	Bar code labels can be developed. You have a lot of information that you want to include on your sample labels. While all the information can be included on a sample label you will be restricted as to what can be placed onto a label by the size of the label itself and the size of the container the label is to fit on.
<b>9.10</b>	LIMS shall have the ability to accept Field data measurements (temperature, chlorine residual, etc.) manually or by electronic transfer (from a portable instrument) prior to sample receipt in LIMS.	A	Field data measurements can be collected in the field and imported into the system after the samples are logged in.
<b>9.11</b>	Turn around times (TAT) are tracked by the LIMS for each test logged in for a sample. The user is able to assign default TAT for each project and is able to assign TAT for each sample or test at the time of sample log-in. The LIMS tracks TAT based on the date of sample receipt.	B	
<b>10.0</b>	<b>Workflow Management</b>		
<b>10.1</b>	LIMS shall provide workflow management. Workflow must allow tracking of progress and status of samples and all related analyses from creation through final analytical data approval.	B	Workflow is limited to linking prep method with analyses, and analyses with follow-up tests.
<b>10.2</b>	LIMS shall provide workflow based on functional areas. It is necessary to be able to define different analytical functional areas, external entities such as contract laboratories, functional areas for data approval, and functional areas for data measurements in the field.	B	This is usually setup by department/or user. Contract laboratories can be setup but not sure as to what the lab requires for data approval and field data measurements. Most labs will have a Field department that is used for the field data.
<b>10.3</b>	Status fields shall be provided for each sample at each department to facilitate tracking of the progress of samples through the laboratory. Statuses shall include 'received', 'work in progress', 'data entered', 'data approved', 'completed', or equivalents. Administrators shall be able to define new statuses.	B/N	Samples do not have status in Element. Analyses and work orders do. The statuses listed here would all apply to analyses - not samples. Different tests proceed through the lab at different rates. So the status must be defined for the analyses and not the sample as a whole.  Administrators can create new statuses. The statuses listed here can all be created and assigned to an analysis.

**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<b>10.4</b>	LIMS shall allow a user to select an alternate workflow path from the one initially assigned at sample creation. For example, a sample assigned a workflow path that should take it through COG's Gas Chromatography department might instead be re-directed to an external contract laboratory, thus requiring assignment of an appropriate alternate path.	B/N	Element has no capacity to define a workflow path. It is possible to subcontract any analysis assigned to a sample during login to a subcontract lab.  This is done without having to change a work flow path.
<b>10.5</b>	LIMS shall provide on-screen and hard-copy departmental reports (worklists) so that users can assess the workload of their department and view the status of the samples assigned to it. Sample collection date and time and calculated maximum holding time shall be displayed.	B	These are provided with the system. The format of these worklists can be easily customized for the laboratory.
<b>10.6</b>	LIMS shall permit users to select samples currently in their department and available for analysis to be grouped for analysis as a batch or 'workgroup'. A unique group identifier must be created for the group and assigned to each sample in the group. The availability flag for samples in the group should be toggled to 'unavailable' (see MD above). LIMS shall also allow the creation of Quality Control (QC) samples in a workgroup, cross-referenced to the appropriate sample identifier and, where applicable, the appropriate reference standard, spiking solution and concentration.	B	Analyses are added to a batch prior to data being entered for the test. The batch will also have the QC samples that pertain to the analyses that are being tested in the batch.  Each batch is assigned a unique identifier.
<b>10.7</b>	LIMS shall allow creation of a new batch or workgroup from an existing batch or workgroup (or individual samples therein) for the purpose of re-analysis.	B	
<b>10.8</b>	LIMS shall provide on-screen and hard-copy status reports for sample history. Said reports shall include all department statuses and dates and times of status changes. Sample audit history reports shall also be provided.	N	
<b>10.9</b>	LIMS shall provide a means to assign unique identifiers and bar-coded labels for non-sample laboratory items (reagents, standards, empty bottles, etc.) shipped to other COG laboratories or other external destinations. A shipping list or manifest shall be provided.	O	Labels can be created for bottle orders. Labels can also be created for standards and reagents. There will be no shipping order created by the system
<b>11.0</b>	<b>Laboratory Automation and Instrumentation</b>		

**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<b>11.1</b>	LIMS shall provide unique identifiers for all laboratory instruments entered into the system. LIMS shall provide data fields to adequately describe all instruments including instrument manufacturer, type, model, and serial number.	B/N	Each instrument will have a lab created identifier. The system will not autogenerated instrument IDs. All fields described here are included.
<b>11.2</b>	LIMS shall provide means to record calibration, maintenance, and service information for each instrument. These items must be editable by users.	B	These items are included. Records must be established and maintained by the users.
<b>11.3</b>	LIMS must provide a means for data from instruments or the instrument vendor's software to be transferred to LIMS and inserted into the LIMS database. LIMS must also provide a means to export workgroup information to instrument software so that instrument 'sequences' (batches) can be created using an ordered list of LIMS sample identifiers. Exporting and importing shall use accepted standards such as comma separated value files. For each instrument interface, analysts must also have the ability to enter and edit data manually.	B	The import of IDs from Element to the instrument is possible but the format provided by the system may or may not be importable into the instrument software depending on the format required by the instrument manufacturer.
<b>11.4</b>	LIMS shall provide a means to integrate data from all of the instruments and instrument software packages in Appendix A. Support for additional instrument software packages is highly desirable as current software vendors may change in the future.	B	Interpreters are available for all instruments specified. Additional interpreters that are not part of the current DataTool library will be available at no extra cost, assuming an active maintenance contract.
<b>11.5</b>	LIMS shall allow instrument-generated image files such as chromatograms to be associated with analytical results in LIMS. The association can be accomplished either by storing the file path name with the LIMS data, or by storing the binary image file with the LIMS data.	B	Files must be in PDF format. A link to the PDF document will be established.
<b>11.6</b>	LIMS shall be able to buffer transferred data to allow comparison with calculated Quality Control limits and statistics before transferred data is committed to LIMS. Buffered data and the calculated Quality Control information shall be available for display to the analyst so that they may approve or reject the data.	N	There is no buffering. Data must be saved to the system before QC is evaluated.
<b>11.7</b>	LIMS shall employ bar coding for samples IDs. Other laboratory items such as reagents and standards may have bar codes.	B	

**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<b>11.8</b>	LIMS shall utilize bar code scanners to scan sample bottles when delivered to the sample receiving department. Such scanning shall be used to populate data entry screens for sample receiving.	B	Bar code scanners are not provided with the system. The lab can use the bar code scanners as described here but will have to purchase them separately.
<b>11.9</b>	LIMS shall also use bar code scanners to aid users in querying sample statuses, and to assist analysts with workgroup assignments	B	Bar code scanners can be used for these purposes. The scanners themselves will not be provided with the software.
<b>11.10</b>	LIMS shall allow use of portable pH field meters and other portable instrumentation and subsequent transfer of data captures to LIMS.	O	The instrument must produce a data file of format such that it can be imported into the system.
<b>11.11</b>	LIMS shall support other portable data entry devices such as the Pocket PC. A user should be able to download a list of samples to the device, enter data and perform operations on the device, and later upload the results back to LIMS.	O	Highly dependent on the file output by the pocket PC and what operations are being performed.  EnviroChain EA is a complementary online chain of custody service that runs on many web-enabled devices. EnviroChain is sold as a subscription, with electronic chains considered a consumable item.
<b>11.12</b>	Wireless technology support for interchanging data and messages with remote portable device users in the field is highly desirable.	N	Not a feature of the LIMS, but would be available to Windows 8.x tablet devices capable of utilizing a mobile internet connection. Such devices must have the full Element LIMS client loaded, and a network connection to the database to utilize the Element LIMS dashboard.
<b>11.13</b>	Technology such as magnetic strip readers for analyst identification is desirable.	N	There is no capacity for this in the current system of Element.
<b>11.14</b>	Bench-top data entry stations that utilize tablet PCs, touch screens, bar code scanners, magnetic strip readers, or other technology that lends itself to ease-of-use and an ergonomic environment for laboratory analysts are desirable.	O	These are not provided with the system. Windows 8.x tablet/hybrid devices may run the Element LIMS client.
<b>12.0</b>	<b>Data Entry</b>		
<b>12.1</b>	The LIMS user has the ability to create custom data entry sheets by sample number, batch, test group, or test.	B/N	The data entry sheet in Element is not configurable by the user.  Data entry sheets can be created in MS Excel and be of such format that data is entered on to the work sheet and then uploaded into the system. These Excel worksheets can be customized to user preference.

**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<b>12.2</b>	Data entry screen must accommodate fields for sample site and project.	B	Sample site and project are always associated with the sample
<b>12.3</b>	All date and time fields must be separate fields.	C	Creating a separate date and time field is possible with customization. Promium can create a view for a phantom table that will allow the single field to be separated into date and time fields to create an alternate view. Promium can assist in creating multiple views. Much of this can accomplished during implementation.
<b>12.4</b>	Data entry screen must be customizable to allow inclusion of checkboxes for special situations such as re-sampling upstream or downstream of a high total coliform sample and re-sampling of the same site.	C	The desire to log resamples at the original location and upstream/downstream is possible; however, it will not be accomplished using a check box. It can be tracked with user defined fields. Should a sample exceed an allowance it will be flagged which could activate the need for a resample with the three subsequent results.
<b>12.5</b>	The LIMS has the ability to receive and report alpha test results (i.e. ND, Present, Not Present).	B	Done through the use of retained qualifiers, which replace numeric results with text on reports.
<b>12.6</b>	The LIMS has the ability to flag the analyst at the time of data entry when an analyte is above the Maximum Contaminant Level (MCL), trigger, or other permit level.	B	5 user-defined flags are available.
<b>12.7</b>	The LIMS has the ability to check sample trends by test and sample ID at the time of data entry.	B	Historical charts and data are available.
<b>12.8</b>	The LIMS includes user-definable import specifications for automated import of data from computerized analytical instruments within the lab. These specifications would allow the user to manually or automatically import results from instrumentation files on the network. File types include parsing of text file reports, comma-delimited files, Microsoft Excel files, and Microsoft Access files.	N	Data imported from an analytical instrument is defined by the DataTool interpreter which contains over 300 instrument software systems. These interpreters are not changeable by the users.  Data import may be configured to be automatic, but we recommend import by the user as a quality control measure (to avoid importing garbage data into the database).

**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<b>12.9</b>	Data import includes the importing of test codes, sample IDs, sample types, analyte names, PQLs, MDLs, and final results.	B	Except for sample types which are defined at login. PQL and MDL are also not imported as these are defined as part of the analysis and not the data itself. The MDL and PQL (MRL) are adjusted for prep volume variation, dilution factors and dry-weight correction where applied.
<b>12.10</b>	The LIMS contains fields in which to enter the date and time the analysis is completed.	B	
<b>12.11</b>	Users are able to access status information by project, date, type, samplesite. Users are able to access pending and completed data.	B	
<b>12.12</b>	The LIMS is capable of importing data electronically from sub-contracting labs.	B	Files must be converted into format that can be imported directly into Repository tables. Subcontract lab that use Element LIMS will send a file that can be imported directly.
<b>12.13</b>	The LIMS is capable of accommodating peer and QC reviews of laboratory data and documenting peer and QC reviews of the peer and QC review occurrence.	B	
<b>12.14</b>	It is mandatory that the LIMS contains a data qualifier library and the user is able to apply qualifiers to the data at the time of data entry. Qualifiers should be applicable to both the entire analysis or to a single analyte within the analysis.	B	There is a configurable qualifier table

**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<b>12.15</b>	When rounding, the LIMS database must use the rounding rules as listed in Quality Assurance of Chemical Measurements. The rules are as follows: 1. When the digit immediately following the one to be retained is less than 5, the retained figure stays the same. Example: 3.542 becomes 3.5 to two significant figures. 2. When the digit immediately following the one to be retained is greater than 5, the retained figure is increased by one. Example: 3.562 becomes 3.6 to two significant figures. 3. When the digit immediately after the one to be retained is exactly 5 and the retained digit is even, it is left unchanged. If the retained digit is odd, the number is rounded up. Example: 3.450 becomes 3.4 but 3.550 become 3.6 to 2 sig. figs. 4. When two or more figures are to the right of the last figure to be retained, they are considered as a group in rounding decisions. Example: 2.4501, the group (501) is considered to be >5 and the number becomes 2.5, while for 2.5499, the (499) is considered to be < 5 and the number remains 2.5 to two significant figures.	B	Element will follow the rules listed here but it will evaluate all of the numbers that are entered before rounding. In other words, the system will not truncate the numbers before the rounding rules are applied.
<b>12.16</b>	The LIMS has the ability to report variance ranges in the numerical result (i.e. 4.5 ± 0.5)	B	
<b>13.0</b>	<b>Reports</b>		
<b>13.1</b>	LIMS shall provide standard reports for departmental Worklist summaries by status, Workgroup summaries by status and result, and instrument Run list summaries by status and result. Chain of Custody reports shall be provided. Analytical reports by Instrument, Analyst, Project, Account, Site ID, Method, Test Group, in conjunction with date range, shall also be provided.	B	All except for Chain of custody can be by department. The lab will pay for all report development
<b>13.2</b>	LIMS shall be capable of scanning chain of custody records and associating samples with chain of custody records.	B	Paper CoCs may be scanned and attached to Work Orders, which contain samples, but not to samples themselves.
<b>13.3</b>	Projected Workload reports by department (pending samples for a department) shall be provided. Pending samples for the laboratory as a whole shall be provided.	B	Samples must be prelogged to be included on pending list

**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<b>13.4</b>	Summaries of number of samples run in a given time period by project, account, department, and/or test shall be provided.	B	
<b>13.5</b>	Quality Control reports including control charts and reports by exception shall be available.	B	
<b>13.6</b>	Reports targeting a particular value for any analytical result (including field measurements) shall be available. (For example, all samples in a given month with free chlorine values < 0.2 mg/L).	C	Will have to develop a custom Crystal Report template format
<b>13.7</b>	A report of currently scheduled samples by Site ID, project, date, and/or schedule originator shall be provided.	C	Will have to develop a custom Crystal Report template format
<b>13.8</b>	The following features are also required for native LIMS reports: 1. Stock report formats must be customizable with respect to borders, fonts, margins, colors 2. A reporting tool for users to design their own reports shall be provided 3. Reports must be available in hard copy and on screen. In addition, export of reports in HTML format is highly desirable. The following additional formats for export of reports and data are also desirable: text, comma-separated value files, Excel, XML, and PDF 4. Access to certain reports, or access to a particular content item of certain reports, must not be allowed for non-authorized users 5. Reports must be able to exclude certain data based upon the value of Approval Status and QC Status.	B	Reports are modifiable using Crystal Reports
<b>13.9</b>	LIMS shall provide a means to conduct ad-hoc queries of LIMS data. User should not need to know SQL. A query by example as seen in Access would be acceptable.	B	Various query tools are available that utilize radio buttons, drop down boxes, and calendars for user-friendly querying. These queries may also be saved for later use.  More sophisticated queries may also be written using SQL query syntax.
<b>13.10</b>	The LIMS has the ability to attach word processing documents or spreadsheets to a specific sample or work order (i.e. cover letter, case narrative).	B	Attachment is at work order level - not sample. The attached file must be a PDF document



**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<b>13.11</b>	The LIMS includes multiple examples of analytical reports (report including/excluding QC data, formatted by department or by method alphabetically, sample data printed individually per page or continuously without page breaks between samples). Please provide samples of all standard report formats.	B	Several default reports are provided that include QC and are formatted by Report group header and list the analytes in alphabetical order within each report group. The report groups work similar to grouping by department.
<b>13.12</b>	The user has the ability to easily create reports and customize existing reports by adding text fields, moving fields within the report, and adding additional fields. Non-programming personnel have the ability to modify the report format and the knowledge of writing code is not a requirement for customizing reports.	B	All reports must be built using Crystal reports - the user must have knowledge of Crystal Reports
<b>13.13</b>	The LIMS has the ability to print data on ADEQ Drinking Water Report Forms.	B	These are available at cost
<b>13.14</b>	Results table must include ADEQ parameter code for each parameter analyzed.	B	The lab will provide these parameter codes
<b>13.15</b>	System must generate XML files in which tags can be modified to match ADEQ SDWIS.	B	Available at cost
<b>13.16</b>	The user has the ability to select distinct analytes for reporting. (i.e. selecting only nitrate or arsenic on state reporting forms).	B	Generally this is not necessary as the forms are already setup to include the pertinent information.
<b>13.17</b>	The administrator has the ability to export data easily into multiple formats including Microsoft Access or Excel, XML, and comma-quote-delimited files. The administrator is able to select fields to export, the sort order of export fields, and export to any of the above file types specifically by date range, test, sample identification, or other test/sample characteristic. This can be done by a non-programmer.	B	Can be done by a non-programmer but the administrator will need to be versed in writing SQL statements
<b>13.18</b>	The user is able to send the report to a printer, fax, or email.	B	Fax requires the use of a 3rd party fax emulator
<b>13.19</b>	The LIMS generates a viewable print version on screen, which the user can then send to a printer or other device.	B	
<b>13.20</b>	Identify the software's reporting tool.		Crystal Reports
<b>14.0</b>	<b>Quality Control</b>		
<b>14.1</b>	LIMS shall provide a means to associate QC samples with a sample workgroup and instrument run.	B	

**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<b>14.2</b>	LIMS shall allow the types of QC samples, their relative position in an instrument run, and the frequency or spacing of certain types of QC samples (such as a blank at the start and end of every run, and after every tenth sample) to be defined and saved with a method definition.	B	These can be saved but initially have to be defined by the users
<b>14.3</b>	LIMS shall provide manual and automatic calculations for spike recoveries, replicate deltas, and known standard deltas.	B	
<b>14.4</b>	LIMS shall provide manual and automatic generation of control charts.	B	
<b>14.5</b>	LIMS shall be able to automatically flag out-of-control data and present it to the analyst prior to commitment of analytical results.	B/N	Data is flagged as out of control only after it has been saved. The data can be deleted or flagged by user depending on what the lab practice is.  Once data has been subject to final review - it cannot be edited by users who are not reviewers.
<b>14.6</b>	LIMS shall be able to perform routine statistical analysis of analytical data for QC purposes.	B	Average (mean) 1s, 2s and 3s for each analyte are calculated with the control charts
<b>14.7</b>	LIMS shall provide notifications of QC exceptions to the user and subscribing parties.	B	Notifications of QC failures to outside parties not automatic.
<b>14.8</b>	The LIMS is capable of implementing all quality control tracking required by the USEPA and State of Arizona programs. The LIMS will track and report Continuing Calibration Blanks, Continuing Calibration Verifications, RPD for sample duplicates, Matrix Spike, Fortified Blanks, Method Blanks, and Surrogates.	B	
<b>14.9</b>	The LIMS provides control charting per analyte for the following QC parameters: initial calibration verification, sample duplicates, laboratory control spike, continuing calibration verification, surrogates, field blanks, and field duplicates.	B	All of this but not including field blanks or field duplicates. These are treated as regular (non-QC) samples.
<b>14.10</b>	The LIMS links all samples in a prep batch to each other and to the associated QC parameters such as Method Blank, Fortified Blank, Matrix Spike, and Duplicate. Surrogates are linked to each sample Matrix Spikes and Matrix Spike Duplicates are linked to sample to calculate recoveries, but also to each other to calculate relative percent deviation (RPD). These calculations are done manually and automatically.	B	The calculations are done automatically. Not sure what the lab means by manually as the system is doing the calculation.

**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<b>14.11</b>	The user is able to enter QC parameters at the time of data entry and has the ability to modify them. The user is able to update acceptance criteria as needed.	B	User edits to the QC acceptance criteria are tracked in the audit trail.
<b>14.12</b>	The LIMS is able to generate individual Quality Control Reports per sample for all of the above referenced QC parameters with the ability to modify parameters reported. All reports are generated based upon either individual work orders or a batch scenario. The LIMS is able to track all of these quality control samples to their respective batches, work orders, or test codes as appropriate.	B/N	Reports are based on work orders - not batches. Batches can have a combination of samples from different clients, projects, work orders, etc. QC sample results are included on reports.
<b>14.13</b>	The LIMS is capable of printing the QC acceptance ranges for all QC parameters on the QC report.	B	
<b>14.14</b>	The LIMS includes a validation procedure for each test, batch, or analytical run. Security requires validation from authorized personnel. The LIMS prevents the reporting of data until validation has been completed.	B/N	There is no validation procedure defined - not a function of a LIMS. The lab must define and execute the validation of all data. Unvalidated data is excluded from final reports but can be included on a draft report.
<b>14.15</b>	The LIMS is able to calculate Method Detection Limits (MDLs) and import them into the database.	B	Method detection limits are established for each analysis/matrix combination. These are not imported into the system as they are already there. The final MDL is modified based on prep variations, dilution factors and dry-weight corrections. The MDL calculation is done automatically by the system
<b>14.16</b>	The LIMS automatically adjusts Method Reporting Limits (MRLs) based on dilution factors.	B	Configurable at the matrix level
<b>14.17</b>	The LIMS is able to track standards by vendor, lot, preparation, and expiration dates. The LIMS is able to link this information to analytical data and warn the analyst of potential problems.	B	Configured in the standards log. Expired standards appear "greyed out" clearly displaying their expiration date, but are still available for selection by the analyst.
<b>14.18</b>	The LIMS has activate/inactive audit trail capabilities showing what data has been changed, who changed it, and when the data was changed.	B	
<b>15.0</b>	<b>Other Quality Control and Quality Assurance</b>		
<b>15.1</b>	LIMS shall provide means to track analytical instrument calibration, maintenance, and tuning, and certification of instruments such as balances, pH meters, thermometers, etc.	B	Thermometer, balance, and pipette calibration record tracking is rudimentary. The rest are standard features of Element LIMS.

**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<b>15.2</b>	LIMS shall provide a means to track laboratory reagents including lot number, batch number, expiration date, preparation date, and preparer ID.	B	Tracked in the "Standards" log, which allows solutions to be identified as standards, reagents, spike solutions, etc.
<b>15.3</b>	LIMS shall provide tracking of laboratory supplies subjected to quality assurance tests such as sterile bottles, bacteriological media, etc.	B	Supplies may be tracked in the Inventory Management feature. Analytical tracking of QA tests for bottles and media is done under a properly configured "Project".
<b>15.4</b>	LIMS shall provide logs for tracking important equipment information such as refrigerator and incubator temperatures.	A	Element Data System software (Element) can acquire temperature data directly from Omega's OMB-DAQ-54 USB Data Acquisition hardware. At this time, only the Omega OMB-DAQ-54 hardware is supported and must use Type J thermocouples. The OMBDAQ- 54 hardware can read up to five thermocouples (five different temperatures/channels can be monitored simultaneously). The OMB-DAQ-54 hardware is connected through a USB port to a computer that has Element installed on it.
<b>15.5</b>	It is highly desirable that standards, reagents, and other laboratory supplies tracked by LIMS be assigned bar coded labels. In addition, it is highly desirable to link reagents and standards to Safety Data Sheet (SDS) information where applicable.	B	
<b>16.0</b>	<b>Security</b>		
<b>16.1</b>	Security should be provided through Active Directory of the City's Windows Enterprise Operating System.	B	
<b>16.2</b>	LIMS shall allow administrator to delete sample management and analytical result rows before they are committed to the database.	B	There are several ways to prevent blank entries. If data is coming from an instrument, there is a holding area where data is kept before it is posted to the data base. There is a primary data base and a repository data base. An administrator can fix things before data is transferred to the repository. There is an audit trail for things that are changed. In the case of bench top chemistry or manual entry, the data can be changed before it is uploaded. Once it is uploaded and deleted, it will create a blank record.
<b>16.3</b>	LIMS shall employ full audit trails on all analytical, sample management, and quality assurance data.	B	

**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<b>16.4</b>	System integrates with Windows log-in.	B	Users will still have to login to Element separately from logging into Windows. Their User ID and password can be the same as what they login to Windows with.
<b>16.5</b>	The LIMS Administrator is able to restrict access by user to sensitive areas of the LIMS.	B	Users can be restricted by not allowing view or edit rights to particular screens and functional areas.
<b>16.6</b>	LIMS has remote access capability through modem or Internet/Intranet.	B	
<b>16.7</b>	The LIMS Administrator has the ability to restrict access of users to defined areas of responsibility.	B	Users can be restricted by not allowing view or edit rights to particular screens and functional areas.
<b>16.8</b>	Transaction management is implemented to enable recoverability up to the point of failure.	B	A function of the database. Depends on the backup and recovery strategy employed by the lab. It is recommended that the lab do a full database backup at least once every 24 hours and incremental backups during the day
<b>16.9</b>	LIMS has the option of read-only users.	B	
<b>16.10</b>	LIMS provides administrator the capability to manage users and their access.	B	Users are granted view and edit rights by the administrator. These can be updated as necessary by the administrator
<b>16.11</b>	LIMS supports individual, group, and role-based security at all levels.	B	Security is individual and group (Department) based
<b>16.12</b>	LIMS records user ID, date, and time stamp for each entry for audit of all changes	B	All audit trail entries are recorded with the user ID, date and time stamp along with the original value and the changed value
<b>17.0</b>	<b>Inventory</b>		
<b>17.1</b>	The LIMS has the ability to track chemical inventory including chemical formula, SDS information, and proper disposal instructions and use.	B/N	Chemical formula, disposal instructions not available
<b>17.2</b>	The LIMS tracks every chemical or standard logged into the LIMS by manufacturer, vendor, catalog number, and lot number. Manufacturer and vendor names should be contained in an editable dropdown list.	B	Standards and reagents used in the lab can be logged in via the Standards screen. Each standard or reagent is given a unique ID generated automatically by the system. Fields for catalog number, expiration date, received and open date, lot number, etc are available on the Standards screen. The user can select vendor via editable drop-down list.
<b>17.3</b>	The LIMS is able to link solvents, chemicals, and standards to laboratory batches and analytical run sequences linking the above referenced information.	B/N	Analytical run sequence does not include reagent information though it does include standards for QC
<b>17.4</b>	The LIMS is able to track expiration dates and warn analysts when inventory is expired.	B	
<b>18.0</b>	<b>Additional Features</b>		

**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<b>18.1</b>	The LIMS is capable of tracking and tabulating data necessary for the federally mandated Consumer Confidence Report.	A	This would have to be determined.
<b>18.2</b>	The database has the ability to archive data records by various criteria (i.e. sample ID, test, etc.). Please explain archiving capabilities.	N	Archiving is a function of the database. There is a truncation feature in Element LIMS, but no physical archiving feature.  Element LIMS employs "virtual archiving" to maintain performance even with large databases. A default date range is used upon login, limiting users queries, etc. to a specific date range. Users may also adjust the active date range for their session, allowing them to query across a broader time range.
<b>18.3</b>	The database has the ability to retrieve archived data easily and quickly.	B	Archiving is a function of the database. Data is kept in the system as long as possible without archiving. Normally, archiving occurs every five years or so. Older data bases are kept separate from the active data base repository.
<b>18.4</b>	Users have the ability to make changes in-house without development resources. Changes should include: nomenclature, editing/adding data fields, modifying/adding equations, menu configuration, setting/creating alerts and flags, modifying report formats, and contents, distribution list and frequency of reports, modifying program settings, changing default values.	B	Element LIMS is highly configurable, allowing users to modify such items without the need for coding.
<b>18.5</b>	LIMS shall utilize a server-based Relational Database Management System (RDBMS) (i.e., a non-desktop, non-ISAM (indexed sequential access method), non-proprietary database) using SQL.	B	Oracle versions greater than 8i and MS SQL-Server versions greater than 7.0 can be used in conjunction with Element LIMS
<b>18.6</b>	The LIMS application and/or database shall stringently enforce referential integrity.	B	Referential integrity is enforced by the application
<b>18.7</b>	A data dictionary with clear definitions down to the column level, and entity-relationship diagrams shall be provided.	B	

**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<b>18.8</b>	Source-code for the application is highly desirable as is source code for any database operations such as stored procedures and triggers. In the absence of source code, thorough documentation in the form of data-flow model diagrams, Unified Modeling Language (UML) model diagrams, Object Role Modeling (ORM) model diagrams, and/or other documentation acceptable to COG shall be provided. It is highly desirable that vendor put their code in an escrow account.	N	Source code is not available to clients, but may be placed in an escrow account.
<b>18.9</b>	LIMS shall have the capability to be customized or extended by COG. This capability can include source code, application programming interfaces (API), Component Object Model interfaces, a vendor-supplied scripting language, or other such means acceptable to COG.	C	External applications may be mounted on the Element LIMS menu, allowing system expansion without the risk of compromising the code base.
<b>18.10</b>	The LIMS vendor shall provide data conversion and data loading assistance under COG's guidance in order to migrate a portion of COG's legacy LIMS data to the vendor's LIMS system.	O	Available at cost; \$14,500 flat rate for data migration.
<b>18.11</b>	The LIMS vendor shall provide assistance with installation qualification (validation) of the LIMS in development, testing, and production environments.	B	Validation is a standard part of the implementation
<b>18.12</b>	The LIMS vendor shall provide assistance in testing the completed LIMS in parallel with COG's legacy LIMS. Vendor's LIMS will be placed into production only after COG staff deems all tests satisfactory.	B	
<b>18.13</b>	The LIMS application shall have no incompatibilities with Microsoft's Active Directory.	B	Active Directory authentication is recommended for most installations.
<b>18.14</b>	The LIMS must be open for integration with other systems such as safety data sheet (SDS) systems. LIMS must also allow retrieval of all necessary information from LIMS into a data warehouse. It is highly desirable to have a checkbox or tracking to confirm when data are copied to data warehouse.	B/C	There are many ways to integrate with other systems. For Safety Data Sheets (SDS), these can be linked to a .pdf. For the transfer of data, it can be tracked through an intermediate step before it reaches the repository; this can indicate when data is moved.
<b>18.15</b>	The LIMS vendor shall supply all pertinent documentation in both printed and electronic forms for end-users, administrators, and information technology support personnel.	B	All information is available in a cohesive single document, the Element LIMS User Guide
<b>18.16</b>	The LIMS shall include an on-line help system and live remote assistance/troubleshooting.	B	The User Guide is available from the help menu. Remote assistance is preferred by Promium support staff.

**Exhibit B**  
**Scope of Work**  
**City of Glendale LIMS Technical Specifications**

<b>18.17</b>	The vendor shall provide training to all end-users and support staff. The vendor shall provide training materials such as manuals, workbooks, and tutorials.	B	
<b>18.18</b>	The LIMS vendor shall provide continuing support and updates for the LIMS to ensure continued usability.	B	
<b>18.19</b>	The LIMS vendor shall include unlimited technical support at no charge for no less than one year after the date that LIMS has officially been placed in production at COG. This includes all laboratory instruments being connected to the LIMS and successfully tested.	B	
<b>18.20</b>	The vendor shall provide documentation describing their source code control, change management documentation, and quality assurance process policies.	B	Premium developers employ scrum software development methodology.

**B = Base, O = Optional, T = Third Party, C = Custom, A = API/DSK, F = Future, N = Not Supported**



# COST PROPOSAL - EXHIBIT C

**Element LIMS<sup>®</sup>**

Laboratory Information Management

Prepared for:

**City of Glendale**

Douglas E. Kupel, Ph.D.

Prepared by:

Rick Persichitte

August 13, 2015

Promium, LLC

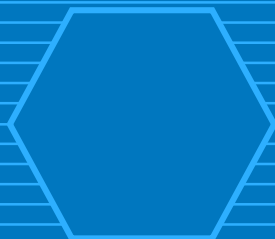
3350 Monte Villa Parkway, #220

Bothell, WA 98021-8963

1.877.PROMIUM

[www.promium.com](http://www.promium.com)

**PROMIUM**



## General Overview

This document describes the software and services available to implement and operate Element LIMS<sup>®</sup> laboratory information management system (LIMS) from PROMIUM<sup>®</sup>.

Element LIMS is available as a desktop and enterprise software system and also as a subscription-based hosted application service (with data storage). For software customers, a perpetual license to use is purchased or leased. For subscription-based hosted service customers, a renewable on-demand license is granted for use in exchange for periodic payments.

### 1. Software Components

Element LIMS includes functionality to manage the receipt, processing, and disposition of samples in an analytical testing laboratory. The major components of the system enable laboratory personnel to perform project management, sample control, laboratory analysis, quality assurance and reporting. For license purchase or lease, software deliverables include base software, and 3 utilities (MessageManager, DataTool, PackageManager). Available separately for installation but included in the purchase of an Element LIMS license, is the Element ClientConnect web access application (reporting capability only; ClientConnect sample submission capability which is treated as an EnviroChain transaction is billed separately).

Element runs on a Microsoft Windows<sup>®</sup> operating system. The database for Element LIMS may be contained in a Microsoft SQL Server, Microsoft Jet/Ace, or Oracle Server. Database licensing is not included with Element LIMS unless specifically described in the proposal. For the hosted application offering, purchase of third-party database and server software is generally not required.

### 2. Implementation and Training Services

Purchase, lease or subscription of Element LIMS generally includes initial implementation and configuration of software and basic training of laboratory personnel and administrators, with charges as noted in this proposal. Subsequent configuration, customization and training may incur additional charges.

Implementation generally consists of five phases and a variable number of site visits, conference calls, web-based interaction, and off-site development. The Planning phase includes analyzing the current workflow of the laboratory and requirements for the new system, and scheduling project deliverables and milestones. The Design Phase includes mapping the system architecture, detailing how the software will be installed and operate, and establishment of a testing and training plan. The Execution Phase includes installation of Element LIMS software, initial database configuration and population, report and EDD development, user and administrator training, and testing and validation. In the Go-Live phase, use of the legacy system will cease, data migration (if required) will be completed, and the system will be considered ready for production. The Project Acceptance phase will close out all remaining project activities and the administration of the system will be transferred to your team. Support for the account is transferred to the Promium Customer Support department.

### **3. Ongoing Maintenance and Support**

For purchase of a license, maintenance and support for the first twelve months are included in the initial purchase agreement at no additional charge. Subsequent maintenance and support are charged separately and renewed annually unless otherwise specified. For lease or subscription customers, maintenance is included as part of the lease or subscription for the term of the respective contract.

A valid maintenance agreement includes download availability of major and minor product releases, including executable files, libraries, controls, report formats, and supporting files. Also included in the maintenance contract is telephone-based and web-based technical support. Telephone-based technical support is scheduled to be available Monday through Friday from 5:00am to 5:00pm Pacific Time, not including holidays recognized by Promium. Exceptions or changes to this time frame will be noted on the Promium support website at [www.promium.com/support](http://www.promium.com/support).

### **4. License Structure**

Promium, L.L.C. grants licenses for Element based on the number of concurrent users. For license purchase or lease, unless otherwise specified in writing by Promium, you may use an unlimited number of copies of the Software on an unlimited number of computers; provided however, that they may be used by a single business or government entity only. For subscription, unless otherwise specified in writing by Promium, you may access and use the hosted version of the Software on an unlimited number of computers; provided however, that they may be used by a single business or government entity only. The number of concurrent users of the Software shall be limited as described in your Promium Quotation form. Laboratory facilities connected by network and sharing a single Element LIMS Production Database may share a single license, as long as all such facilities are both owned and operated by a single business or government entity. The Software may not be loaned or shared with any other business or government entity, including any affiliated companies; any such entity would need to purchase its own license to use the Software.

### **5. Hardware and Software Minimum Requirements**

Minimum hardware and software requirements are published on the Promium website at [www.promium.com/documents/ElementMinimumRequirements.pdf](http://www.promium.com/documents/ElementMinimumRequirements.pdf).

<b>PROMIUM</b>		<b>QUOTATION</b>	
Proposal for: <b>City of Glendale</b> Douglas E. Kupel, Ph.D.		Effective: 17-Aug-15	Prepared by: Rick Persichitte
		Currency	USD

<b>Element LIMS®</b>					
<b>SOFTWARE</b>	<b>License: Purchase</b>	<b>Qty</b>	<b>Price</b>	<b>Total</b>	
<b>BASE SOFTWARE</b>					
<b>Configuration: Advanced</b>					
<b>Application Components</b>					
- Project Management	<b>Concurrent Users</b>	<b>8</b>	<b>\$ 6,694</b>	<b>\$ 53,554</b>	Included
- Sample Control					Included
- Laboratory Analysis (including DataTool)					Included
- Quality Assurance					Included
- Reporting (Basic reports)					Included
- ClientConnect Reporting Application*					Included
<b>Software Subtotal</b>				<b>\$ 53,554</b>	
<b>HOSTING - ClientConnect Reporting*</b>					
Setup - ClientConnect	Instances				
Network Assessment	Hours				
Application Hosting					
<b>3rd PARTY HARDWARE AND SOFTWARE</b>					
SAP Crystal Reports		1	\$ 699	\$ 699	
<b>IMPLEMENTATION SERVICES</b>		<b>Qty</b>	<b>Price</b>	<b>Total</b>	
<b>IMPLEMENTATION &amp; TRAINING</b>					
<b>Advanced</b>					
Dependent on requirements but generally 4-6 on-site visits for setup and				<b>\$ 49,999</b>	
<b>REPORTS AND EDDs</b>					
EDDs and Reports		11		<b>\$ 7,000</b>	
Standard (Specialized) Report Packages		1		<b>\$ 9,800</b>	
>> See attached list of Report/EDDs					
<i>Estimate only; Specifications may be required for custom work</i>					
<b>ADDITIONAL SERVICES</b>					
Data Migration				<b>\$ 14,500</b>	
<b>TAXES</b>					
Arizona estimated tax (billed at current tax rate at time of service)				<b>\$ 4,991</b>	
(9.2% of Software Subtotal and SAP Crystal Reports)					
<b>TOTAL SOFTWARE AND SERVICES</b>				<b>\$ 140,543</b>	

<b>MAINTENANCE</b>	<b>Users</b>	<b>Price Per</b>	<b>Total</b>	
1st Year Annual Maintenance	8	Included	Included	
2nd Year Annual Maintenance - For Reference Only	8	\$ 873	\$ 6,985	
3rd Year Annual Maintenance - For Reference Only	8	\$ 899	\$ 7,195	
4th Year Annual Maintenance - For Reference Only	8	\$ 926	\$ 7,411	
5th Year Annual Maintenance - For Reference Only	8	\$ 954	\$ 7,633	
<b>Total Maintenance - For Budgeting Purposes</b>			<b>\$ 29,224</b>	<i>Subject to sales tax</i>

<b>ELEMENT LIMS TOTAL SOFTWARE, SERVICES, MAINTENANCE</b>	<b>\$ 169,767</b>
---	-------------------

PROMIUM		QUOTATION - Element LIMS® EDD & REPORT LIST	
Proposal for:		Effective: 24-Jul-15	
City of Glendale		Prepared by:	
Douglas E. Kupel, Ph.D.		Rick Persichitte	
EDD and REPORT LIST		Price	
AZDEQGW - Arizona Department of Environmental Quality Groundwater Data Submittal Guidance Document Version 3.3 EDD		\$ 600	
• DWAR-1 Drinking Water Microbiological Analysis Report / Total Coliform Rule		\$ 600	
• DWAR-1G: Drinking Water Microbiological Analysis Report / Ground Water Rule		\$ 600	
• DWAR-2A: Water Quality Parameters Report (WQP)		\$ 600	
• DWAR-2IN: Drinking Water Inorganic Chemical Analysis Report		\$ 600	
• DWAR-4: Drinking Water Volatile Organic Chemical Analysis Report		\$ 600	
• DWAR-8: Drinking Water Lead and Copper Analysis Report		\$ 600	
• DWAR-9: Drinking Water New Source Approval Form (Revised 2004)		\$ 1,000	
• DWAR 20: Long Term 2 Enhanced Surface Water Treatment Rule (LT2ESWTR) Monthly Reporting Form for Crypt		\$ 600	
• DWAR 32: Stage 2 Disinfection By-products (TTHM & HAA5), Individual Sample Report		\$ 600	
• DWAR 33: Stage 2 Disinfection By-products (TTHM & HAA5), Quarterly Report		\$ 600	
TOTAL EDDS AND REPORTS		\$ 7,000	
SPECIALIZED REPORT PACKAGES (SEE DETAILS ON PRICE LIST)		Price	
Contract Laboratory Program Discharge Monitoring Department of Defense QSM CLP-Level 4 Advanced (Custom)		\$ 9,800	
TOTAL SPECIALIZED REPORT PACKAGES		\$ 9,800	

**Quotation Terms & Conditions**

*This pricing in this proposal remain effective for: 90 days from date quoted.*

*Some implementation and system configuration may be performed off-site.*

*\*Includes reporting functionality only. Sample submission capability billed separately.*

*\*\*Estimates of any customization are subject to further analysis of requirements and may change.*

*Note: A 3% processing fee may be applied to credit card transactions.*

**IMPORTANT NOTICE:** *Even if we do not collect sales tax from you, you may owe sales tax on your purchase. Unless you live in Alaska, Delaware, Montana, New Hampshire, or Oregon, your state most likely requires purchasers to report and pay tax on all purchases that are not taxed at the time of sale. The tax may be reported and paid on your individual income tax return or by filing a consumer use tax return. For more information, please visit your state's department of revenue website. PROMIUM LLC COLLECTS SALES TAX in states where we have physical presence (or nexus), including Washington. Promium LLC also collects sales tax in Arizona, California, Florida, Hawaii, Illinois, Maryland, Michigan, Minnesota, Missouri, New Jersey, New York, Pennsylvania, Rhode Island, Tennessee, Texas, and Wisconsin. FOR OUR TAX-EXEMPT CUSTOMERS: PROMIUM LLC DOES NOT COLLECT SALES TAX if we have your exemption certificate on file.*

OPTIONAL PRODUCTS AND SERVICES				
EnviroChain EA - Online Chain of Custody Service		Qty	Price	Total
Advantage Plan (Billed separately from Element LIMS via credit card)	CoCs	1,500	\$ 1.29	\$ 1,935

**Confidential - For internal use only by:** City of Glendale

Rev: AML052115 Promium, LLC 1877.PROMIUM



## Legislation Description

---

**File #:** 15-621, **Version:** 1

---

### **AUTHORIZATION TO RATIFY EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM CHEMTRADE CHEMICALS US, LLC**

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

#### **Purpose and Recommended Action**

This is a request for City Council to ratify the expenditure of funds for the purchase of chemicals from Chemtrade Chemicals US, LLC (Chemtrade) in an amount not to exceed \$100,000.

#### **Background**

The Water Services Department functions to provide safe and reliable water and wastewater services for City of Glendale residents and businesses. Water production and treatment requires the use of a variety of chemicals to effectively treat surface and ground water for public consumption. Aluminum sulfate is one of the chemicals used in the water treatment process.

Staff started the process of securing linking agreements for several chemicals in April 2015. The originating municipality was not able to timely renew the master agreements for Council to approve before the summer break. It was then decided it would be in the best interest of the city to procure the most used chemicals through the Invitation for Bid (IFB) process and complete our own multi-year agreements. While the IFB was progressing forward, it was still necessary to purchase chemicals. To bridge this period, Water Services initially contracted for purchases of the needed chemicals for less than \$50,000.

During the interim time period, there was a process change in which the treatment of groundwater was switched to surface water. This process uses more chemical than was anticipated. As of the end of August, approximately \$48,000 has been spent on this chemical and it is anticipated that Water Services could spend up to an additional \$52,000 by the time the formal IFB is awarded on October 13, 2015.

#### **Analysis**

The city's Material Management Division in conjunction with the Water Services Department developed Request for Quotation (RFQ) for six chemicals until the IFB could be awarded. For the chemical, aluminum sulfate, Chemtrade submitted the lowest quote and a purchase order was prepared for \$48,000.

Due to the amount of time needed for the IFB to be awarded, an additional \$50,000 of aluminum sulfate will be needed.

This action will authorize the Acting City Manager to approve the expenditure of funds for an amount not to exceed \$100,000.

**Previous Related Council Action**

On June 10, 2014, City Council approved the expenditure of funds for aluminum sulfate from Chemtrade Chemicals US, LLC in an amount not to exceed \$529,000 for the FY2014-15.

**Budget and Financial Impacts**

Funding for the annual amount is available in the Water Services FY 2015-16 operating budget.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$100,000</b>	<b>2400-17250-524600, Pyramid Peak Water Treatment Plant</b>
	<b>2400-17260-524600, Cholla Water Treatment Plant</b>
	<b>2400-17310-524600, Oasis Surface Water Treatment Plant</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

CITY OF GLENDALE  
Materials Management  
REQUEST FOR QUOTATION

WATER / WASTE WATER TREATMENT CHEMICALS

OFFER SHEET

~~OFFER~~  
Supplier certifies that they have read, understand, and will fully and faithfully comply with this request for quotation, its attachments and any referenced documents. Supplier also certifies that the prices offered were independently developed without consultation with any of the other Bidders or potential Bidders.

Elizabeth Ryno  
Authorized Signature  
ELIZABETH RYNO

CHESTRADE CHEMICALS US LLC  
Company's Legal Name  
90 EAST HALSEY ROAD

Printed Name Address  
MARKETING SPECIALIST

PARSIPPANY, NJ 07054  
City, State & Zip Code

Title  
(800) 441-2659

(973) 515-4461  
FAX Number

Telephone Number  
bids@chestradelogistics.com

JUNE 15, 2015  
Date

Email Address

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

973-515-1858  
Phone Number

973-515-4461  
Fax Number

Contact Name  
Email Address bryno@chestradelogistics.com

FEDERAL TAXPAYER ID NUMBER: 74-3104940

Arizona Sales Tax No. 07693311 Tax Rate \_\_\_\_\_  
Bidder certifies it is a: Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation X (LLC)  
Minority or woman owned business: Yes \_\_\_\_\_ No X

(FOR CITY OF GLENDALE USE ONLY)

~~ACCEPTANCE OF OFFER~~

This Offer is hereby accepted. The Supplier is now bound to sell the materials or services specified in the Agreement, including all terms and conditions, specifications, amendments, etc., and the Supplier's Offer as accepted by the City. Supplier is cautioned not to provide any material or commence any billable work under this agreement until Supplier receives a purchase order, contract release document or written notice to proceed.

City of Glendale City Manager or Designee Signature: Craig Johnson, P.E.

Printed Name and Title: CRAG JOHNSON

Date: 6-23-15



**CITY OF GLENDALE**  
**Materials Management**  
**REQUEST FOR QUOTATION**

**WATER / WASTE WATER TREATMENT CHEMICALS**

**1. QUOTE SHEET**

**SUPPLIER NAME:** OVERHADE CHEMICALS US LLC

- a. Price offered shall include all cost as stated in section 1.2.9;
- b. A fuel surcharge shall NOT be accepted;

Enter "N/A" in "Per Unit Price" column if product is not provided by company;

Chemical	Performance and/or Quality Requirements	Estimated Quantity Needed	UOM	Delivery Package Size	Per Unit Price	Extended Price
All chemicals shall conform to NSF International Standard 60 and / or appropriate AWWA/ANSI Standards.						
Liquid Aluminum	Commercial grade purified liquid aluminum sulfate	230	Ton	Bulk	\$97.00/ NET TON	\$22,310.00
Polymer C-6220	Polydyne or equivalent	4600	Pound /neat	Tote	N/A	
50% Liquid Sodium Hydroxide (Caustic Soda)	Commercial grade 50% liquid solution	18000	Gallon	Bulk	N/A	
Ferric Chloride	40% liquid	37000	Gallon	Bulk	N/A	
Sodium Chloride	99.9% pure sodium chloride, course size	160	Ton	Bulk	N/A	
Powdered Activated Carbon (PAC)	Carbon must be bituminous coal or hardwood based. Carbon cannot be lignite coal based. Must have ANS/NSF Standard 61 certification and must meet all applicable AWWA standards per the most recent specification B-600.	7	Ton	Bulk	N/A	

**2. PROCUREMENT CARD ORDERING CAPABILITY.** Please check appropriate box.  
 \*FOR CONVERSION PURPOSE PRICE EQUIVES TO \$200.00/DRY TON.

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

**3. DELIVERY TIME** Percent discount offered for additional related services also provided by your company -0- %.

**RFQ for Water/Waste Water Treatment Chemicals**

COG Estimated Quantities	UOM	Liquid Aluminum	Polymer C-6220	50% Liquid Sodium Hydroxide (Caustic Soda)	Ferric Chloride	Sodium Chloride	Powdered Activated Carbon (PAC)	P-Card Accepted ✓ = Yes x = No					
<b>Brenntag Pacific</b>	Ton	230	Pound	4600	Gallon	18000	Gallon	37000	Ton	160	Ton	7	
Extended Price	No Bid	No Bid	No Bid	\$30,600.00	\$1.70	\$55,130.00	No Bid	No Bid	No Bid				✓
<b>Cal-Pacific Carbon, LLC</b>													
Extended Price	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,220.00	\$8,540.00			X
<b>Chemtrade Chemicals US LLC</b>													
Extended Price	\$97.00	\$22,310.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	X
<b>Hill Brothers Chemical</b>													
Extended Price	No Bid	No Bid	No Bid	\$40,500.00	\$2.25	\$75,480.00	\$2.04	No Bid	No Bid	No Bid	No Bid	No Bid	✓
<b>Kemira Water Solutions</b>													
Extended Price	No Bid	No Bid	No Bid	No Bid	\$1.32	\$48,840.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	✓
<b>SNF Polydyne Inc.</b>													
Extended Price	No Bid	\$4,462.00	\$0.97	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	✓
<b>Salt Works *</b>													
Extended Price	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$125.00	No Bid	No Bid	No Bid	No Bid	No Bid	✓
<b>Thatcher Company of Arizona, Inc.</b>													
Extended Price	\$106.10	\$24,403.00	No Bid	\$1.89	\$1.74	\$64,380.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	X
<b>Univar BCS</b>													
Extended Price	No Bid	No Bid	No Bid	\$29,235.60	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	✓

For conversion purpose price equates to \$200.00 / dry ton

Priced at a full truck load is a delivery of 40k lbs or more - Price for < truckload @.14 / lbs



## Legislation Description

---

**File #:** 15-622, **Version:** 1

---

**AUTHORIZATION TO RATIFY EXPENDITURE OF FUNDS TO PURCHASE CHEMICALS FROM KEMIRA WATER SOLUTIONS, INC.**

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

**Purpose and Recommended Action**

This is a request for City Council to ratify the expenditure of funds for the purchase of chemicals from Kemira Water Solutions, Inc. (Kemira) in an amount not to exceed \$150,000.

**Background**

The Water Services Department functions to provide safe and reliable water and wastewater services for City of Glendale residents and businesses. Water production and treatment requires the use of a variety of chemicals to effectively treat surface and ground water for public consumption. Ferric chloride is one of the chemicals used in the water treatment process.

Staff started the process of securing linking agreements for several chemicals in April 2015. The originating municipality was not able to timely renew the master agreements for Council to approve before the summer break. It was then decided it would be in the best interest of the city to procure the most used chemicals through the Invitation for Bid (IFB) process and complete our own multi-year agreements. While the IFB was progressing forward it was still necessary to purchase chemicals. To bridge this period, water services initially contracted for purchases of the needed chemicals for less than \$50,000.

During the interim time period, there was a process change in which the treatment of groundwater was switched to surface water. This process uses more chemical than was anticipated. As of end of August, approximately \$53,000 has been spent on this chemical and it is anticipated that Water Services could spend up to an additional \$97,000 by the time the formal IFB is awarded on October 13, 2015.

**Analysis**

The city's Material Management Division in conjunction with the Water Services Department developed a Request for Quotation (RFQ) for six chemicals until the IFB could be awarded. For the chemical, ferric chloride, Kemira submitted the lowest quote and a purchase order was prepared for \$48,840.

Due to the amount of time needed for the IFB to be awarded, an additional \$100,000 of ferric chloride will be needed.

This action will authorize the Acting City Manager to approve the expenditure of funds for an amount not to exceed \$150,000.

**Previous Related Council Action**

On June 10, 2014, City Council approved the expenditure of funds for ferric chloride from Kemira in an amount not to exceed \$200,000 for the FY2014-15.

**Budget and Financial Impacts**

Funding for the annual amount is available in the Water Services FY 2015-16 operating budget.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$150,000</b>	<b>2400-17250-524600, Pyramid Peak Water Treatment Plant</b>
	<b>2400-17310-524600, Oasis Water Treatment Plant</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?


CITY OF GLENDALE  
Materials Management  
REQUEST FOR QUOTATION

WATER / WASTE WATER TREATMENT CHEMICALS

OFFER SHEET

**OFFER**

Supplier certifies that they have read, understand, and will fully and faithfully comply with this request for quotation, its attachments and any referenced documents. Supplier also certifies that the prices offered were independently developed without consultation with any of the other Bidders or potential Bidders.

  
Authorized Signature  
**Christina M. Imbrogno**  
Printed Name Address  
**Customer Service Manager**  
Title  
**(800) 879-6353**  
Telephone Number  
**kwsna.bids@kemira.com**  
Email Address

**Kemira Water Solutions, Inc.**  
Company's Legal Name  
**4321 W. 6th St.**  
**Lawrence, KS 66049**  
City, State & Zip Code  
**(785) 842-2629**  
FAX Number  
**June 15, 2015**  
Date

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

same same same  
Contact Name Phone Number Fax Number  
Email Address same

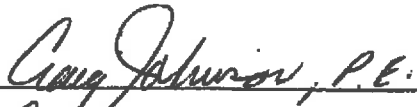
FEDERAL TAXPAYER ID NUMBER: 59-3657872

Arizona Sales Tax No. N/A Tax Rate will bill current rate if applicable  
Bidder certifies it is a: Proprietorship  Partnership  Corporation   
Minority or woman owned business: Yes  No

(FOR CITY OF GLENDALE USE ONLY)

**ACCEPTANCE OF OFFER**

This Offer is hereby accepted. The Supplier is now bound to sell the materials or services specified in the Agreement, including all terms and conditions, specifications, amendments, etc., and the Supplier's Offer as accepted by the City. Supplier is cautioned not to provide any material or commence any billable work under this agreement until Supplier receives a purchase order, contract release document or written notice to proceed.

City of Glendale City Manager or Designee Signature:   
Printed Name and Title: **Craig Johnson**  
Date: **6-23-15**

**CITY OF GLENDALE**  
**Materials Management**  
**REQUEST FOR QUOTATION**  
**WATER / WASTE WATER TREATMENT CHEMICALS**

**1. QUOTE SHEET**

- a. Price offered shall include all cost as stated in section 1.2.9;
- b. A fuel surcharge shall NOT be accepted;

**SUPPLIER NAME:** Kemira Water Solutions, Inc.

Enter "N/A" in "Per Unit Price" column if product is not provided by company;

Chemical	Performance and/or Quality Requirements	Estimated Quantity Needed	UOM	Delivery Package Size	Per Unit Price	Extended Price
All chemicals shall conform to NSF International Standard 60 and / or appropriate AWWA/ANSI Standards.						
Liquid Aluminum	Commercial grade purified liquid aluminum sulfate	230	Ton	Bulk		<b>NO BID</b>
Polymer C-6220	Polydyne or equivalent	4600	Pound /heat	Tote		<b>NO BID</b>
50% Liquid Sodium Hydroxide (Caustic Soda)	Commercial grade 50% liquid solution	18000	Gallon	Bulk		<b>NO BID</b>
Ferric Chloride	40% liquid	37000	Gallon	Bulk	\$1.32	\$48,840.00
Sodium Chloride	99.9% pure sodium chloride, course size	160	Ton	Bulk		<b>NO BID</b>
Powdered Activated Carbon (PAC)	Carbon must be bituminous coal or hardwood based. Carbon cannot be lignite coal based. Must have ANS/NSF Standard 61 certification and must meet all applicable AWWA standards per the most recent specification B-600.	7	Ton	Bulk		<b>NO BID</b>

**2. PROCUREMENT CARD ORDERING CAPABILITY.** Please check appropriate box.

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

**3. DELIVERY TIME** Percent discount offered for additional related services also provided by your company 0 %.

**RFQ for Water/Waste Water Treatment Chemicals**

UOM	COG Estimated Quantities	Liquid Aluminum	Polymer C-6220	50% Liquid Sodium Hydroxide (Caustic Soda)	Ferric Chloride	Sodium Chloride	Powdered Activated Carbon (PAC)	P-Card Accepted √ = Yes x = No
Brenntag Pacific	Ton 230		Pound 4600	Gallon 18000	Gallon 37000	Ton 160	Ton 7	
Extended Price	No Bid		No Bid	\$30,600.00	\$55,130.00	No Bid	No Bid	√
Cal-Pacific Carbon, LLC				\$1.70	\$1.49	No Bid	\$1,220.00	
Extended Price	No Bid		No Bid	No Bid	No Bid	No Bid	\$8,540.00	X
Chemtrade Chemicals US LLC								
Extended Price	\$22,310.00		No Bid	No Bid	No Bid	No Bid	No Bid	X
Hill Brothers Chemical								
Extended Price	No Bid		No Bid	\$2.25	\$2.04	No Bid	No Bid	√
Kemira Water Solutions								
Extended Price	No Bid		No Bid	No Bid	\$48,840.00	No Bid	No Bid	√
SNF Polydyne Inc.								
Extended Price	No Bid		\$0.97	No Bid	No Bid	No Bid	No Bid	√
Salt Works *								
Extended Price	No Bid		No Bid	No Bid	No Bid	\$125.00	No Bid	√
Thatcher Company of Arizona, Inc.								
Extended Price	\$106.10		No Bid	\$1.89	\$1.74	\$20,000.00	No Bid	√
Univar BCS								
Extended Price	\$24,403.00		No Bid	\$34,020.00	\$64,380.00	No Bid	No Bid	X
				\$1,624.2				
Extended Price	No Bid		No Bid	\$29,235.60	No Bid	No Bid	No Bid	√

For conversion purpose price equates to \$200.00 / dry ton

Priced at a full truck load is a delivery of 40k lbs or more - Price for < truckload @.14 / lbs



## Legislation Description

---

**File #: 15-643, Version: 1**

---

**AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR FESTIVAL ADVERTISING, SPONSORSHIP AND OTHER PROMOTIONAL SERVICES WITH SCRIPPS MEDIA, INC., DOING BUSINESS AS KNXV-TV (ABC 15)**

Staff Contact: Laurie Sapp, Assistant Communications Director

**Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into an agreement with Scripps Media, Inc., doing business as KNXV-TV (ABC15), for advertising, sponsorship and other promotional services, in an amount not to exceed \$60,300 for exclusive television partner status promoting Glendale festivals.

**Background**

Each festival season, the Office of Special Events prepares a media plan to market all of the six Glendale signature festivals in local and regional media. That media plan includes advertising in television, radio, metro daily newspaper, weekly community newspapers, internet advertising, billboards, posters and fliers. Specifically in terms of television, the Office of Special Events requested proposals from four television stations for exclusive television partner status with Glendale festivals. Each station was asked to propose their best promotional package of free promo spots, internet advertising, in-studio festival promotion and on-air talent making appearances at the festivals based on our budget of sixty thousand, three hundred dollars for all the festivals in a year. Each station, knowing what our television budget was for a season, provided their best media promotion packages to compete for our budget. ABC15 (KNXV-TV) presented the most advantageous package to Glendale with the strongest combination of promotional support delivering over a three-to-one media and promotion value to Glendale's festivals. This is determined by comparing our total television expenditure to the value garnered from ABC15 in free TV spots, on-air promotion, internet advertising, talent for emcees, talent at the festivals for promotion via live weather, etc., and the additional donated media and promotion provided by the station.

This is the last year of extension available for this agreement. Staff has been very pleased with the extraordinary media value provided by ABC15 and staff recommends continuing to work with them as the exclusive television partner/sponsor through the current season.

**Analysis**

- Based on the advertising and promotional value provided to City of Glendale festivals through ABC15's RFP proposal staff recommends continuance of the partnership/sponsorship to maximize the city's return on investment regarding the television budget for festivals.
- Staff requested proposals from four television stations and ABC15 offered the best value to Glendale for the budget.
- Council Action supported this expenditure for previous festivals. It is an integral piece of Glendale



festival marketing. The budget for this expenditure comes from the festival budget approved by Council for the FY16 budget.

- The festival funding as part of the overall Communications Department funding, along with other budgeted city expenditures was up for scrutiny and review by citizens this past budget preparation period. The festivals have been designated as a “Key Priority” by City Council for FY16 for their positive impact on downtown businesses, Glendale’s regional identity and reputation and tax revenue generated. This expenditure is made from the General Fund.
- This expenditure is made from the FY16 General Fund approved to operate and market the festivals.
- This advertising expenditure is funded by the FY16 General Fund festival budget which is used to fund the festival operations and marketing.
- This item is up for approval now as this expenditure occurs each festival season (which starts Nov. 27<sup>th</sup> this year) and is the engine for generating attendance to the downtown. The television schedule starts two weeks before the festivals each year which this coming season is Nov. 15. Each year there is media purchased to promote the festivals generating awareness and attendance. The advertising dollars for the festivals actually serve as advertising for the Historic Downtown Glendale destination which becomes marketing dollars directly impacting the success of the downtown merchants and Catlin Court merchants.

### **Previous Related Council Action**

Council Action supported this expenditure for previous festivals. It is an integral piece of Glendale festival marketing. The budget for this expenditure comes from the festival budget approved by Council for the FY16 budget.

### **Community Benefit/Public Involvement**

Glendale is famous for its free admission family friendly festivals. They instill pride in our citizens and generate much-needed economic impact for the Historic Downtown, Catlin Court and surrounding areas. The festivals have been designated as a “Key Priority” by City Council for FY16 for their positive impact on downtown businesses, Glendale’s regional identity and reputation and tax revenue generated.

These festivals are produced primarily for our Glendale merchants and citizens. The public participates in these festivals in large numbers and has been very vocally supportive to our elected officials as well as members of the Communication and CVB staffs about the importance of hosting these events. These festivals are advertised on television, radio, metro daily newspaper, weekly community newspapers, internet advertising, billboards, posters and fliers. Between the television schedule and other media, millions of impressions are generated every season to market Glendale, the Historic Downtown, Catlin Court and the downtown and surrounding areas in general. These festivals generate approximately 350,000 in attendance each season. There is a substantial amount of festival information on the city’s website throughout the season. The Public Information Office writes and distributes numerous news releases to media all over central Arizona on these festivals and solicits community event listings on websites and in publications as well.

### **Budget and Financial Impacts**

The advertising expenditures generate the attendance we are known for which:

- Puts a higher value on our festival sponsorship packages because of the large numbers of attractive demographics and therefore generates more sponsorship revenue which goes into the General Fund revenue account.
- Establishes a higher value for vending fees to be charged to vendors, creating substantial revenue for the festivals which goes into the General Fund revenue account.
- Creates the attendance traffic and demand for beverages which generates the revenue our beverage sales earn which goes into the General Fund revenue account.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$60,300</b>	<b>\$17,085, 1000-14104-518200, Glendale Glitters \$12,060, 1000-14105-518200, December Holiday Lighting Weekends \$13,065, 1000-14106-518200, Glitter &amp; Glow, \$18,090, 1000-14107-518200, Chocolate Affaire</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



## SPONSORSHIP AGREEMENT

This Sponsorship Agreement ("**Agreement**") is made as of August 13, 2015 (the "**Effective Date**"), by and among Scripps Media, Inc. d/b/a KNXV-TV, with offices at 515 North 44<sup>th</sup> Street, ("**Station**"), and City of Glendale ("**Sponsor**"), with offices at 5850 West Glendale Avenue, Suite B63, Glendale, AZ 85301. As used herein each of Station and the Sponsor shall be referred to individually as a "**Party**" and collectively as the "**Parties**."

**WHEREAS**, Station seeks to assist in promoting the brand of Sponsor during the City of Glendale 2015 – 2016 Signature Event Season;

**WHEREAS**, the Station desires to provide to Sponsor certain sponsorship services on the terms and conditions provided herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Appointment.** The Parties agree to work together to conduct the on-air event described herein and as outlined in the attached Exhibit A ("Event").
2. **Services.** The Parties agree to perform various services necessary to effectively and lawfully conduct the Event, as described more fully in Exhibit B ("Services").
3. **Sponsor Obligations.** Sponsor agrees to: (a) An advertising commitment of \$60,000 Net plus 0.5% sales tax for a total not to exceed \$60,300 (b) maintain documentation required by law for audit or other purposes; and (c) perform all other actions required by law for proper execution of event. Sponsor shall assume responsibility for its advertising and other promotional service obligations as identified in Exhibit B. Sponsor acknowledges that it is solely responsible for any damages, costs, judgments, penalties and expenses of any kind (including reasonable attorney's fees) which arise in relation to Sponsor's obligations under this Agreement. Sponsor shall perform the Services in a manner reasonably believed to be in the best interests of Station and with such care as a reasonably prudent Sponsor providing similar services would use under similar circumstances.
4. **Station Obligations.** Station agrees to: provide advertising and other promotional services as identified in Exhibit B. Station acknowledges that it is solely responsible for any damages, costs, judgments, penalties and expenses of any kind (including reasonable attorney's fees) which arise in relation to Station's obligations under this Agreement. Station shall perform the Services in a manner reasonably believed to be in the best interests of Sponsor and with such care as a reasonably prudent Station providing similar services would use under similar circumstances.
5. **Payment.** Payment shall be made in the manner outlined in Exhibit C.
6. **Term and Termination.**
  - a. The term of this Agreement ("**Term**") shall begin on the date hereof and remain in full force and effect until the obligations of both parties are satisfied. Notwithstanding the satisfaction of the parties, this Agreement shall terminate on April 1, 2016.

b. This Agreement is non-cancellable. However the Agreement may be terminated immediately in the event of a material breach by the other party, provided that the non-breaching party has given the breaching party not less than five days written notice of such breach and the breaching party fails to cure the asserted breach within such five-day period.

c. Sections 7, 8, 10 and 15 herein shall survive termination of this Agreement.

7. **Compliance with Laws.** Sponsor shall ensure that the event and all advertising and promotional materials created by Sponsor comply with all applicable federal, state and local laws. Station shall ensure that all advertising and promotional materials created by Station comply with all applicable federal, state and local laws. The parties shall comply with all regulations of the Federal Communications Commission, including but not limited to Sections 317 and 507 of the Federal Communications Act

8. **Indemnification.**

a. Station and Sponsor shall each indemnify, defend and hold harmless the other party, its parent, affiliate, subsidiaries, directors, officers, shareholders, employees, agents and attorneys from any and all claims, costs, liabilities, judgments, expenses or damages (including reasonable attorney's fees) arising out of any third party claim related to the performance of the obligations contained in this agreement.

b. In any case in which indemnification is sought hereunder, the party seeking indemnification shall:

i. shall promptly notify the other of any claim or litigation to which the indemnification relates; and

ii. afford the other the opportunity to participate in and, at the other party's option, fully control any compromise, settlement, litigation or other resolution or disposition of such claim or litigation.

c. This Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect.

9. **License.** Each Party ("Licensor") hereby grants to the other Party ("Licensee") a limited non-exclusive license to use Licensor's trademarks and the corresponding logos as instructed during the Term in connection with the Services, subject to the following conditions. The Licensee recognizes the exclusive rights of Licensor in the Licensed Marks and will not contest, directly or indirectly, or in any way impair such exclusive ownership of the Licensed Mark or aid or encourage others to do so, both during the Term and afterwards. The Licensee further recognizes that all use of the Licensed Marks by the Licensee will at all times inure to the benefit of Licensor, and that the Licensee acquires no right title or interest in or to the Licensed Marks except the aforementioned limited non-exclusive license. Upon termination of this Agreement, the Licensee shall promptly deliver to Licensor or destroy all material bearing the Licensed Marks.

10. **Confidential Information.**

a. **Confidentiality.** Subject to Arizona Revised Statute 39-121 et. seq., any and all confidential information identified in writing as such by either party and provided to the other party under this Agreement ("Confidential Information") is confidential and proprietary to the disclosing party, and shall remain the property of the disclosing party. The receiving party agrees that it will not permit the duplication, use or disclosure of any such Confidential Information to any person (other than its own employees, agents or representatives who must have such information for the performance of its obligations hereunder), unless such duplication, use or disclosure is specifically authorized in writing in advance by the disclosing party. Confidential Information may include a party's past, present and future research, development and business activities; plans, methods, know-how, processes and techniques regarding its goods or services; rates, discounts and pricing strategies; or customers, creditors and suppliers. The receiving party agrees to return upon request of the disclosing party all Confidential Information which is written,

graphic or in other tangible form or acquired by the receiving party under this Agreement. The receiving party further agrees to inform all of its subcontractors and employees assigned to provide work under this Agreement that all Confidential Information is confidential and proprietary to the disclosing party. Confidential Information shall not include any information that (a) was or becomes generally available to the public prior to, and other than as a result of, a disclosure by the receiving party or (b) was available, or becomes available to the receiving party on a non-confidential basis prior to its disclosure. If the receiving party becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand or similar process) to make any disclosure that is prohibited or constrained by this Agreement, the receiving party must notify the disclosing party and provide disclosing party with sufficient opportunity to oppose such disclosure. If disclosing party elects not to oppose disclosure within a reasonable time, the receiving party is permitted to disclose that portion of the Confidential Information that the receiving party is legally compelled to disclose.

- b. **Customer Information.** Subject to Arizona Revised Statute 39-121 et. seq., all names and other identifying data gathered as a result of the event, including without limitation the names and other information of event participants, is Confidential Information. Such Confidential Information shall remain the exclusive property of the parties. Any use of such Confidential Information by either party shall comply in all respects with applicable privacy regulations and with each party's privacy policy, as stated on that party's Web site, as such policy may be modified or amended from time to time.
  - c. **Publicity and Disclosures.** Subject to Arizona Revised Statute 39-121 et. seq., each party agrees to make no press release or public disclosure, either written or oral, regarding the transactions contemplated by this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
11. **Force Majeure.** In the event that war, fire, explosion, flood, accident, strike, riot, act or omission of any governmental authority, act of God, or other contingency beyond the reasonable control of a party causes cessation or interruption of such party's performance under this Agreement, performance by such party shall be temporarily excused for the period of the disability, without liability, provided that such party shall have, promptly after it has actual knowledge of the beginning of any excusable delay, notified the other party of such delay, the reason therefor, and the probable duration and consequence thereof. The party so excused shall use commercially reasonable efforts to resume performance of its obligations hereunder with the least possible delay.
12. **Independent Parties.** The Parties agree that neither is the agent, servant or employee of the other, and that neither has the authority, express or implied, to bind the other to any obligations whatsoever.
13. **Assignment.** Neither Party shall assign its rights and/or obligations under this Agreement without the prior written approval of the other Party. This Agreement and all of the terms and provisions hereof will be binding upon, and will inure to the benefit of the Parties hereof, and their respective successors and approved assigns.
14. **Agreement Terms.** Subject to Arizona Revised Statute 39-121 et. seq., the financial terms of this Agreement are confidential and neither Party shall disclose such to others without the prior written consent of the other Party to this Agreement. Furthermore, all public statements or press releases prepared or made by any party concerning this Agreement or otherwise relating to the Services shall first be approved by the other Party hereto with respect to timing and content, and no such statements or broadcasts shall be released by any party without first obtaining the prior written consent of the other Party.
15. **Governing Law.** This Agreement shall be governed, construed, interpreted, enforced and the relations between the parties determined in accordance with the laws of the State of Arizona, without regard to its choice of law rules.

16. **Integration; Amendment.** This Agreement constitutes the entire agreement of the Parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by the Party against whom enforcement is sought, whether Sponsor or the Station.
17. **Severability; Construction.** If any provision or portion of this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such provision or portion of this Agreement shall be deemed omitted and the remaining provisions and portions shall remain in full force and effect. Each Party hereto and its counsel have reviewed and revised (or requested revisions of) this Agreement and the Parties agree that it shall not be presumed that any ambiguities are to be resolved against the drafting Party in the construction and interpretation of this Agreement or any amendments or exhibits hereto.
18. **Notice.** All notices and other communications relative to this Agreement shall be in writing. Notices shall be delivered: (a) by mail (postage pre-paid), (b) in person, or (c) by facsimile to the appropriate person and address specified from time to time by written notice to the other Party. Notices shall be effective at time of receipt. All notices shall be sent to the address first listed above or as may be agreed to by the Parties in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Sponsorship Agreement to be executed as of the date first above written.

Scripps Media, Inc. d/b/a KNXV-TV

By: Anita Helt

Name: Anita Helt

Title: VP/General Manager

Date: 9-25-15

City of Glendale

By: \_\_\_\_\_

Name: Richard A. Bowers

Title: Acting City Manager

Date:

Sen  
9-25-15

## **EXHIBIT A**

The Event shall contain the following elements:

### **City of Glendale 2015 – 2016 Signature Event Season:**

- Glendale Glitters Spectacular Weekend (November 27-28, 2015)
- Glendale Jingle Bell Rockin' Nights (December 4-5, 2015)
- Glendale Winter Wonderland (December 11-12, 2015)
- Glendale Spirit of Giving Weekend (December 18-19, 2015)
- Glendale Glitter & Glow Block Party (January 9, 2016)
- Glendale Chocolate Affaire (February 5-7, 2016)

## EXHIBIT B

The Services shall include the following:

### **ABC15 to provide:**

- A total of 220 spots (combination of: 30 second & :15 second) sign-on/sign-off on KNXV and 700 spots (combination of: 30 second & :15 second) sign-on/sign-off on the ABC15 15.2 Digital Channel November 2015 – February 2016 to promote the six (6) signature events
- 865,000 impressions on abc15.com November 2015 – February 2016
- Six (6) Sonoran Living Live segments to promote signature event - one (1) per event. Segment will air the week prior to event.
- Commercial production of six (6):30 second and six (6):15 second spots for the six (6) signature events – one (1):30 second and one (1):15 second spot per event. To accomplish this, ABC15 will provide :10 second tag with ABC15 talent and incorporate :20 seconds of Glendale event spot provided by Glendale to create one :30 second spot. This :30 second spot will be edited to the :15 second spot.

### **ABC15 Coverage Plan:**

#### Glendale Glitters and Spectacular Weekend

Friday, November 27 and Saturday, November 28

- Minimum 10 mentions during various ABC15 newscasts November 23 – 28
- Provide Emcee for November 27 event lighting (5:30p – 6p)
- November 27 live shots at event
  - 1x during ABC15 News at 5pm
  - 2x during ABC15 News at 6pm

#### Jingle Bell Rockin Nights

Friday, December 4 and Saturday, December 5

- Minimum five mentions during various ABC15 newscasts November 30 – December 5

#### Winter Wonderland Weekend

Friday, December 11 and Saturday, December 12

- Minimum five mentions during various ABC15 newscasts December 7 – 12
- December 11 in-studio interview during ABC15 News at 11am
  - *Guest information to ABC15 due no later than Monday, December 7*

#### Spirit of Giving Weekend

Friday, December 18 and Saturday, December 19

- Minimum five mentions during various ABC15 newscasts December 14 – 19

#### Glendale Glitter & Glow Block Party

Saturday, January 9

- Minimum 10 mentions during various ABC15 newscasts January 4 – 9
- January 8 in-studio interview during ABC15 News at 11am
  - *Guest information due to ABC15 no later than Monday, January 4*

#### Glendale Chocolate Affaire

Friday, February 5, Saturday, February 6 and Sunday, February 7

- Minimum 10 mentions during various ABC15 newscasts February 1 – 8
- Provide Emcee (Date to be determined by ABC15 and City of Glendale)
- February 6 live shots at event
  - 1x during ABC15 News at 5pm
  - 2x during ABC15 News at 6pm

**\*\*Disclaimer** – Talent and News coverage listed above is a plan, and is at the sole discretion of the ABC15 News Department. All is subject to change pending breaking news. ABC15 to maintain complete editorial of coverage. No monetary value placed on news coverage.



## **EXHIBIT B (CONTINUED)**

### **City of Glendale to provide:**

- Advertising commitment of \$60,000 net (plus 0.5% tax) for a total not to exceed \$60,300 between November 2015 and February 2016
- Provide six (6) :30 second commercial with script attached – one (1) per each signature event
- ABC15 logo identification on main stage, event signage, water bill newsletter, print, video screen, and web page for each of the six (6) signature events. City of Glendale will provide ABC15 the opportunity to review and approve prior to print
- Identification of ABC15 as a sponsor in press release on each of the six (6) signature events
- Six (6) VIP parking passes for each of the six (6) signature events
- Event footage for each of the six (6) signature events for use in commercials
- City of Glendale point person for coordinating logistics and coverage of signature events

**EXHIBIT C**

The Payment terms shall be as follows:

Advertising commitment of \$60,000 net (plus 0.5% tax) for a total not to exceed \$60,300 between November 2015 and February 2016. Due net 30 days each month of event advertising.



## Legislation Description

---

**File #: 15-640, Version: 1**

---

### **AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF VEHICLE FROM DON SANDERSON FORD, INC.**

Staff Contact: Jack Friedline, Director, Public Works

#### **Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Don Sanderson Ford, Inc. (Sanderson Ford) for the cooperative purchase of (1) one 2016 Ford F550 XL Regular Chassis 4X4 with 165" wheel base with service body and Altec aerial bucket in a total amount not to exceed \$89,938 for the City of Glendale fleet.

#### **Background**

The vehicle requested for purchase is included in the Vehicle Replacement Fund (VRF) and meets the criteria for replacement. The VRF replacement schedule for these vehicles is currently set at approximately seven to eight years or 100,000 miles, dependent on use, maintenance history, and type of vehicle.

Sanderson Ford was awarded their contract by the State of Arizona for Medium and Heavy Duty Cab Chassis through a competitive bid process.

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**

For fiscal year 2015-16, a total of \$3.5 million is available in the VRF for the purchase of vehicles. The unexpended balance for the fiscal year will remain in the VRF for future vehicle replacement purchases.

Staff is requesting to purchase (1) one 2016 Ford F550 XL Regular Chassis 4X4 with 165" wheel base with service body and Altec aerial bucket from Sanderson Ford in an amount no to exceed \$89,938. The requested vehicle is a bucket truck to be utilized by the facilities maintenance work area in the Public Works Department.

#### **Previous Related Council Action**

On May 28, 2013, Council adopted resolution No. 4681 New Series to allow continued use of Arizona State cooperative purchasing agreements.

**Community Benefit/Public Involvement**

Purchase of this vehicle ensures the continued maintenance of city facilities and the delivery of service provided by city departments.

**Budget and Financial Impacts**

Funding is available in the fiscal year (FY) 2015-16 Vehicle Replacement Fund.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$89,938</b>	<b>1120-13610-551400, Vehicle Replacement Fund</b>

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  
DON SANDERSON FORD, 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 Don Sanderson Ford, Inc., an Arizona corporation ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On January 15, 2014, under the State of Arizona Cooperative Purchasing Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Medium and Heavy Duty Cab and Chasis Contract, Contract No. ADSPO14-063240, which is attached hereto as Exhibit A. The Medium and Heavy Duty Cab and Chasis Contract permits its cooperative use by other governmental agencies including the City. The Medium and Heavy Duty Cab and Chasis Contract is hereinafter referred to as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

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

- 1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was January 15, 2014, until the date the contract expires on January 14, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract

beyond January 14, 2019. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until January 14, 2016. The City, however, may renew the term of this Agreement for 3 one-year periods until the Cooperative Purchasing Agreement expires on January 14, 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 a one-year renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed eighty-nine thousand nine hundred thirty eight dollars (\$89,938).

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

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

City of Glendale  
c/o Montana Slack  
6210 W. Myrtle Avenue Suite 111  
Glendale, Arizona 85301-1700

and

Don Sanderson Ford, Inc.  
c/o Stan Wibben  
6400 North 51<sup>st</sup> Avenue  
Glendale, Arizona 85301  
623-930-5961

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

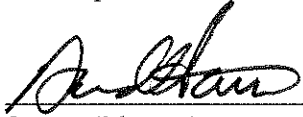
“City”

“Contractor”

City of Glendale, an Arizona  
municipal corporation

Don Sanderson Ford, Inc.,  
an Arizona corporation

By: \_\_\_\_\_  
Richard A. Bowers  
Acting City Manager

By:  \_\_\_\_\_  
Name: ~~Stan Wibben~~ **DAVID HARRIS**  
Title: ~~Service Director~~ **GOVERNMENT Sales Mgr.**

ATTEST:

\_\_\_\_\_  
Pamela Hanna (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
DON SANDERSON FORD, INC.**

**EXHIBIT A**

State of Arizona Contract No. ADSPO14-063240





### Master Blanket Purchase Order ADSP014-063240

#### Header Information

<b>Purchase Order Number:</b>	ADSP014-063240	<b>Release Number:</b>	0	<b>Short Description:</b>	Medium and Heavy Duty Cab and Chassis
<b>Status:</b>	3PS - Sent	<b>Purchaser:</b>	Lori Noyes	<b>Receipt Method:</b>	Quantity
<b>Fiscal Year:</b>	2014	<b>PO Type:</b>	Blanket	<b>Minor Status:</b>	
<b>Organization:</b>	State of Arizona	<b>Location:</b>	STRGC - SPO Strategic	<b>Type Code:</b>	Statewide
<b>Department:</b>	ADSP0 - State Procurement Office	<b>Entered Date:</b>	01/09/2014 05:09:17 PM	<b>Control Code:</b>	
<b>Alternate ID:</b>		<b>Retainage %:</b>	0.00%	<b>Discount %:</b>	0.00%
<b>Days ARO:</b>	120	<b>Release Type:</b>	Direct Release	<b>Pcard Enabled:</b>	Yes
<b>Print Dest Detail:</b>	If Different	<b>Tax Rate:</b>		<b>Actual Cost:</b>	\$0.00
<b>Catalog ID:</b>					
<b>Contact Instructions:</b>	Lori.Noyes@azdoa.gov, 602-542-7144				

**Master Blanket/Contract End Date (Maximum):** 01/14/2019 12:59:59 PM

**Project No.:**  
**Building Code:**  
**Cost Code:**  
**Special Purchase Types:**  
**PIJ NUMBER:**  
**Coop Spend To Date:**  
**Commodity Reference Id:**  
**PO External Doc Type:**

**Agency Attachments:** [PO Terms & Conditions - OLD ADSP014-063240 Contract Document.pdf](#) [Submitted Offer - Sanderson Ford.PDF](#) [Awarded Vehicle Specs - Sanderson Ford.zip](#) [Sanderson Ford Pricing - Effective 1.15.14.xlsx](#) [Medium and Heavy Duty Cab and Chassis Contract Pricing~9.xlsx](#) [2015 Prices Sanderson Change Order No. 1 Sanderson Ford Current Certificate of Insurance](#)

**Vendor Attachments:**  
**Agency Attachment Forms:**  
**Vendor Attachment Forms:**

#### Primary Vendor Information & PO Terms

<b>Vendor:</b> 	<u>9000007237 - DON SANDERSON FORD INC</u>	<b>Payment Terms:</b>	<b>Shipping Method:</b>
--	--	-----------------------	-------------------------



Dave Harris  
 6400 N 51st Avenue  
 Glendale, AZ 85301  
 US  
 Email: dharris@sandersonford.com  
 Phone: (623)842-8600  
 FAX: (623)930-5866  
 Alt. Reference: Z0001

**Shipping Terms:**

**Freight Terms:**

**PO Acknowledgements:**

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to dharris@sandersonford.com at 01/24/2014 12:53:10 PM	01/29/2014 08:07:27 AM

**Master Blanket/Contract Vendor Distributor List**

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
9000007237	PZ9000007237	DON SANDERSON FORD INC	Email	Active

**Master Blanket/Contract Controls**

**Master Blanket/Contract Begin Date:** 01/15/2014 **Master Blanket/Contract End Date:** 01/14/2016  
**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	\$0.00	\$0.00

**Item Information**

1-5 of 15  
 1 2 3

**Print Sequence # 1.0, Item # 1:** Medium Duty Cab and Chassis Class 3 (10,001-14,000 lb GVWR). Please refer to pricing listed in file 'Sanderson Ford Pricing - Effective 1.15.14.xlsx' within Attachments. 3PS - Sent

NIGP Code: 072-03  
 Class 3 Trucks (10,001 - 14,000 lb. GVWR)

Bid # / Bid Item #: ADSP014-00003602 / 1 Quote # / Quote Item #: 000024672 / 1

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$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 # 2.0, Item # 7:** Medium Duty Cab and Chassis Class 5 (16,001-19,500 lb GVWR). Please refer to pricing listed in file 'Sanderson Ford Pricing - Effective 1.15.14.xlsx' within Attachments. 3PS - Sent

NIGP Code: 072-05  
 Class 5 Trucks (16,001 - 19,500 lb. GVWR)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: \_\_\_\_\_ Brand: \_\_\_\_\_ Model: \_\_\_\_\_  
 Make: \_\_\_\_\_ Packaging: \_\_\_\_\_  
 Project No.: \_\_\_\_\_



# Contract Change Order Summary

Contract No.: ADSPO14-063240

Change Order No.: 1

Date: November 10, 2014

Arizona Department of  
Administration  
State Procurement Office  
100 N. 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

## Medium and Heavy Duty Cab and Chassis (Ford)

### DON SANDERSON FORD INC

1. The above mentioned contract is hereby amended as follows:



- a. In accordance with Special Terms and Conditions, the term of the contract shall be extended an additional twelve (12) months through 1/14/2016.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED  
ACKNOWLEDGEMENT AND AUTHORIZATION**

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.



# Special Terms and Conditions

Contract No: ADSPO14-063240

Description: Statewide Medium and Heavy Duty Cab and Chassis

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

## 1. CONTRACT

1.1 Contract. The contract between the State of Arizona and the Contractor shall consist of the solicitation as amended, any requests for clarifications, the offer submitted by the Contractor including any Final Proposal Revisions, and their responses to any requests for clarifications. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual requirement in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern.

1.1.1 The State's primary contact for this solicitation and resultant contracts shall be the Procurement Officer assigned to the contract and listed in ProcureAZ.

1.2 Contract Term. The contract term shall commence upon award and will continue for one (1) year unless canceled, terminated or extended as otherwise provided herein.

1.3 Contract Extension. The initial contract term is subject to additional successive one-year periods or portions thereof with a maximum aggregate contract term including all extensions not to exceed five (5) years.

1.4 Contract Type. The contract is a firm fixed-price, Percent (%) discount from MSRP.

1.5 Amendments. Any change in the Contract, including but not limited to the Statement of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment or change order approved by and between the duly authorized representatives of the Contractor and the Arizona State Procurement Office. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the contract.

1.6 Contract Changes. The State reserves the right to modify this contract as circumstances may require without penalty to fulfill the needs of the State. The Contractor shall be notified prior to any changes in the contract and shall be accomplished by a contract amendment.

1.7 Eligible Agencies. This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit organizations may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632. The contractor may not restrict or compel the use of this contract by an eligible agency.

1.8 Estimated Quantities. The State makes no guarantee or commitment of any kind is made concerning the quantity or monetary value of activity actually initiated and completed.

1.9 Non-Exclusive Contract. This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary.


1.10 Compliance with Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

Contractor represents and warrants to the State that Contractor has the skill and knowledge possessed by members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors shall perform the Services described in this Contract in accordance with the Statement of Work.

1.11 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
DON SANDERSON FORD, INC.**

**EXHIBIT B**  
Award and Rate Sheet

	<b>Offer and Acceptance</b>		State of Arizona <b>State Procurement Office</b> 100 N. 15th Ave, Suite 201 Phoenix, AZ 85007
	Contract No: <u>ADSP014-063240</u>		
	Description: <u>Statewide Medium and Heavy Duty Cab and Chassis</u>		

**OFFER**

**TO THE STATE OF ARIZONA:**

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


**Sanderson Ford**

\_\_\_\_\_  
Company Name

6400 N. 51st Ave  
\_\_\_\_\_  
Address

Glendale                      AZ                      85301  
\_\_\_\_\_  
City                                      State                                      Zip

dharris@sandersonford.com  
\_\_\_\_\_  
Contact Email Address



\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

David Harris  
\_\_\_\_\_  
Printed Name

Government Sales Mgr.  
\_\_\_\_\_  
Title

Phone: (623)930-5961  
\_\_\_\_\_  
Fax: (623)930-5966  
\_\_\_\_\_

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

- The submission of the Offer did not involve collusion or other anticompetitive practices.
- The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.
- The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the 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.
- The Offeror certifies that the above referenced organization  IS  IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

**ACCEPTANCE OF OFFER**

The Offer is hereby accepted

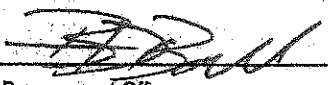
The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. ADSP014-063240

The effective date of the Contract shall be: JANUARY 15, 2014

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

State of Arizona  
 Awarded this 9 day of JANUARY 2014



\_\_\_\_\_  
Procurement Officer



**Government Fleet Sales Managers**

Dave Harris (623) 930-5961 [dharris@sandersonford.com](mailto:dharris@sandersonford.com)  
 Richard Fowler (623) 930-5962 [rfowler@sandersonford.com](mailto:rfowler@sandersonford.com)  
 Tony Friedley (623) 930-5963 [tfriedley@sandersonford.com](mailto:tfriedley@sandersonford.com)  
 Bob Allen (623) 930-5960 [ballen@sandersonford.com](mailto:ballen@sandersonford.com)  
 Tim McWilliams (623)842-8808 [tmac@sandersonford.com](mailto:tmac@sandersonford.com)

**Department Fax: (623) 930-5966**

**Date:** 6/23/2015

**Customer:** City of Glendale

**FAX:** \_\_\_\_\_

**Vehicle Description:** 2016 Ford F550 XL Reg Chass 4x4 165"wb / 84"ca (F5H)

\*\*\*### STATE of AZ Contract ADSPO14-063240

**Base Price:** \$32,597.00

**Upgrade Options:**

1.	6.8L Gas V10	<b>std</b>
2.	Air Conditioner / AM-FM / vinyl floor	<b>std</b>
3.	40/20/40 split cloth seat	<b>included in contr</b>
4.	19500 lbs GVWR payload pkg (68M)	<b>\$985.00</b>
5.	4.88 LTD Slip Diff (required w/ 68M X8L)	<b>\$308.00</b>
6.	PTO provision (62R)	<b>\$239.00</b>
7.	Daytime Running Lamps (942)	<b>\$38.00</b>
8.	Power Equip Group (90L)	<b>\$763.00</b>
9.	Snow Plow Prep -7000# front axle (473)	<b>\$73.00</b>
10.	spare tire wheel (512)	<b>\$299.00</b>
11.	Altec Quotation 290271-2	<b>\$47,585.00</b>
12.	approx lead time 60-90 days A.R.O.	

**Upgrade Options Total:** \$50,290.00

**Bid Price (w/options):** \$82,887.00

**Sales Tax (8.5%):** \$7,045.40

**Tire Tax:** \$5.00

**Ford Extended Service Plan:** \_\_\_\_\_

**Total Delivered Price:** \$89,937.40

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
DON SANDERSON FORD, INC.**

**EXHIBIT C**  
Scope of Work

**PROJECT**

Purchase of medium and heavy duty cab and chassis.



**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
DON SANDERSON FORD, INC.**

**EXHIBIT D**

**METHOD AND AMOUNT OF COMPENSATION**

Method of compensation is provided in Section 3 of the Agreement.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$89,938.

**DETAILED PROJECT COMPENSATION**

Compensation is for the purchase of one 2016 Ford F550 XL Regular Chassis 4x4 with 165" wheel base with service body and Altec aerial bucket.



## Legislation Description

---

**File #:** 15-641, **Version:** 1

---

### **AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH BONDS ALARM CO. INC, FOR SECURITY ALARM SYSTEM MONITORING SERVICES**

Staff Contact: Jack Friedline, Director, Public Works

#### **Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into an Agreement with Bonds Alarm Co. Inc., to provide security alarm system monitoring services for the Public Works Department, in an amount not to exceed \$14,800 for the initial one year period and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional four years, in one year increments, not to exceed \$74,000 for the entire term of the contract.

#### **Background**

The Public Works Department is responsible for 85 fire and/or security alarm accounts at various city facilities, which are located over 55 square miles throughout the city. Many of these facilities are not staffed 24 hours a day, and are unoccupied over the weekend, holidays and evenings.

A Request for Proposals (RFP 15-72) was issued on April 30, 2015, for security alarm system monitoring. Nine companies provided responses for this service. An evaluation committee comprised of staff from Materials Management, Police and Water reviewed the offers. Specific evaluation criteria in the review included qualifications, experience, and ability to provide service, cost and references. Bonds Alarm Co. Inc. offered the most responsive, responsible proposal.

#### **Analysis**

In FY15, the city had an agreement with Access Security Systems International, Inc. (ASSI) for security and fire alarm monitoring, testing, maintenance, repair and installation of new systems. In FY15, expenditures for security alarm system monitoring were \$28,000.

This agreement will provide contract fire and security alarm system monitoring services at various city locations. This agreement will allow the contractor to monitor and add new accounts, as needed, in an amount not to exceed \$14,800, annually. This is for expenditure authority only and does not mean that the City will expend the full authorized amount with Bonds Alarm Co. Inc. in any given year.

#### **Previous Related Council Action**

On September 24, 2013, Council increased the contract amount with Access Security Systems International,

Inc. (ASSI), the previously awarded vendor who provided security and fire alarm monitoring, testing, maintenance, repair and installation of new systems. The purpose for the increase was primarily to replace systems or hardware at the City's landfill and various Water Services locations. The monitoring portion of the agreement was in an amount not to exceed \$30,000, and remained unchanged from the original agreement awarded on March 25, 2008.

**Community Benefit/Public Involvement**

By ensuring security alarm system monitoring throughout City facilities, the potential for theft and/or fire damage of city facilities and property will be minimized.

**Budget and Financial Impacts**

Expenditures with Bonds Alarm Co. Inc. are not to exceed \$14,800 annually.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$14,800</b>	<b>1000-13450-518200, Facilities Management</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**AGREEMENT FOR  
Security Alarm System Monitoring Services  
City of Glendale Solicitation No. RFP 15-72**

This Agreement for Security Alarm System Monitoring Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Bonds Alarm Co., Inc., an Arizona corporation (the "Contractor"), as of the \_\_\_\_ day of \_\_\_\_\_, 2015.

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 15-72 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

**AGREEMENT**

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

**1. Key Personnel; Sub-contractors.**

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
  - a. Project Manager.
    - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
    - (2) The City must approve the designated Project Manager; and
    - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
  - b. Project Team.
    - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
    - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
  - c. Discharge, Reassign, Replacement.
    - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

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

d. Sub-contractors.

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

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

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

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

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

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

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

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

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$14,800.00, as specifically detailed in **Exhibit B** (the "Compensation").

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

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

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

## 5. **Billings and Payment.**

### 5.1 Applications.

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

### 5.2 Payment.

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

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

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

## 6. **Termination.**

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

- a. Contractor will be equitably compensated for 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. Immigration Law Compliance.**

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**10. Notices.**

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

10.2 Representatives.

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

Bonds Alarm Co., Inc.  
c/o Bill Selig, Marketing Director  
4040 E. Camelback Road, Suite 250  
Phoenix, Arizona 85018-8350

- 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 Ron Gouger, Building Maintenance Supervisor  
6210 W. Myrtle, Suite 111  
Glendale, Arizona 85301  
623-930-2647

With required copy to:

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

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

- c. Concurrent Notices.

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

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

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

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

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

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

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

12.2 Interpretation.

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

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (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 will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

(Signatures appear on the following page.)

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

City of Glendale,  
an Arizona municipal corporation

\_\_\_\_\_  
By: Richard A. Bowers  
Its: Acting City Manager


ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Bonds Alarm Co., Inc.,  
an Arizona corporation

  
\_\_\_\_\_  
By: Bill Selig  
Its: Marketing Director

**EXHIBIT A**  
**Security Alarm System Monitoring Services**  
**PROJECT**

**PROJECT**

Third party fire and burglar alarm monitoring services at various location on city owned proprietary systems.

**EXHIBIT B**

**Security Alarm System Monitoring Services  
COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Method and payment terms are consistent with Section 5 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 during the entire term of the Project must not exceed \$14,800.00 for the initial one year period and not to exceed \$74,000.00 over the entire term of the contract.

**DETAILED PROJECT COMPENSATION**

Security Alarm System Monitoring Services.



**SOLICITATION NUMBER: RFP 15-72**  
**SECURITY ALARM SYSTEM MONITORING SERVICES**

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

**3.0 SPECIAL TERMS AND CONDITIONS**

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

**3.2 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All offers 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 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 Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

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

**3.4 PRICE** All prices quoted shall be firm and fixed for the specified contract period.

**3.5 FOB DESTINATION** quoted shall be FOB destination to: City of Glendale, Arizona.

**\* 3.6 TERM OF AGREEMENT** The term of this agreement shall be for a one (1) year initial period.





SOLICITATION NUMBER: RFP 15-72  
SECURITY ALARM SYSTEM MONITORING  
SERVICES

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

- 3.7 **OPTION TO EXTEND** The City, may, at its option and upon mutual agreement with the Contractor, extend the term of this agreement for an additional four (4) years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.
- 3.8 **PRICE ADJUSTMENTS** Price adjustments will only be reviewed during contract renewal.
- 3.9 **DELIVERY TIME** All deliverables shall be made within the office hours of the City of Glendale.
- 3.10 **CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. If this occurs, the Contractor will be requested a negotiable quotation for the additional products or services. All changes shall be documented by formal amendment to the contract.
- 3.11 **PERMITS AND LICENSES** The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any 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 **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.
- 3.13 **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 sub-Contractors.
- 3.13.1 **MINIMUM SCOPE AND LIMIT OF INSURANCE**




**SOLICITATION NUMBER: RFP 15-72**  
**SECURITY ALARM SYSTEM MONITORING SERVICES**

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

**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.

	<b>BONDS ALARM CO. INC</b>
Authorized Signature	Company's Legal Name
<b>BILL SELIG</b>	<b>4040 E. CAMELBACK RD #250</b>
Printed Name	Address
<b>MKT. DIRECTOR</b>	<b>PHOENIX, AZ 85018</b>
Title	City, State & Zip Code
<b>602-410-1362</b>	<b>623-582-1101</b>
Telephone Number	FAX Number
<b>BONDS@COX.NET</b>	<b>5/22/15</b>
Authorized Signature Email Address	Date

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


<b>Contact Name</b>	<b>Phone Number</b>	<b>Fax Number</b>
<b>Email Address</b>		

**FEDERAL TAXPAYER ID NUMBER:** 86-0657036

Arizona Sales Tax No. 07393538 Tax Rate std

Offeror certifies it is a: Proprietorship  Partnership  Corporation

Minority or woman owned business: Yes  No

	<b>SOLICITATION ADDENDUM</b>		<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 W. Glendale Avenue</b> <b>Suite 317</b> <b>Glendale, AZ 85301</b> <b>Phone: (623) 930-2866</b>
	Solicitation Number: RFP 15-72	Addendum No. 1	
Solicitation Due Date: May 27, 2015 2:00 P.M. (Local Time)			

**5.0 REVISED PRICE SHEET**

All pricing shall include, but is not limited to, labor, equipment, tools, materials, supplies, travel expenses, shipping, licenses, fees, insurance, profit, and any other associated direct or indirect costs. **Sales tax shall not be included in the Unit Price.**

Item No.	Description	Unit Price
<b>Security Alarm System Monitoring Services</b>		
5.1	Burglar Alarm Monitoring Services.....	\$ <u>9.86</u> /Month
5.2	Fire Alarm Monitoring Services.....	\$ <u>9.86</u> /Month

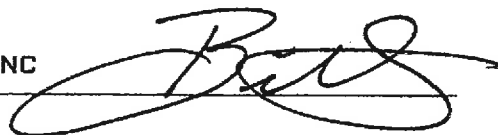
Item No.	Description	Unit Price
5.3	Labor cost (Includes start-up programming and miscellaneous labor cost).....	STD PROGRAMMING N/C <b>PROPRIETARY</b> <b>\$55 PER SYSTEM</b>

**5.4 TAX AMOUNT** Offeror should not include any use tax or federal tax in their bid price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration. Tax: STD %

**5.5 \* DELIVERY** Offeror agrees that all orders shall be performed or delivered within 30 calendar days after receipt of Purchase Order or notification from the City.  
 \* WITHIN ARRAIGNED DIAL PROGRAMMING TIME CITY WIDE..

**5.6 PROCUREMENT CARD ORDERING CAPABILITY** Please check appropriate box.  
 YES, I will accept payment under this contract with the Procurement Card.  
 NO, I will not accept payment under this contract with the Procurement Card.

Company Name: BONDS ALARM CO. INC



**EXHIBIT C**  
**Security Alarm System Monitoring Services**  
**DISPUTE RESOLUTION**

**1. Disputes.**

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

**2. Arbitration.**

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

- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

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

4. **Exceptions.**

- 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

Search Date and Time:

8/17/2015 4:51:31 PM

File Number:


02227630

Corporation Name:

BONDS ALARM CO., INC.

- [Annual Report Email Reminders](#)
- [eFile Annual Report](#)
- [Print Annual Report Form](#)

[Collapse](#) | [Expand](#)

Corporate Inquiry 

**File Number**

02227630

**Corporation Name**

BONDS ALARM CO., INC.

**Standing**

[Check Corporate Status](#)

Domestic Address 

4040 E. CAMELBACK ROAD  
SUITE 250  
PHOENIX, AZ 85018-8350

Statutory Agent Information 

**Agent Name:** G THOMAS EGGBRECHT

**Agent Mailing/Physical Address:**

4040 E. CAMELBACK ROAD  
SUITE 250  
PHOENIX, AZ 85018-8350

**Agent Status:** APPOINTED 04/11/1995

Additional Entity Information

**Entity Type:** PROFIT

**Business Type:** ALARM SECURITY

**Incorporation Date:** 4/10/1990

**Corporation Life Period:** PERPETUAL

**Domicile:** ARIZONA

**County:** MARICOPA

**Approval Date:** 4/11/1990

**Original Publish Date:** 5/9/1990

Officer Information

<b>Name</b>	G THOMAS EGGBRECHT
<b>Title</b>	PRESIDENT/CEO
<b>Address</b>	4040 E. CAMELBACK RD., STE 250 PHOENIX, AZ 85018-8350
<b>Date of Taking Office</b>	06/01/1995
<b>Last Updated</b>	08/25/2014

Director Information

Search Time:  
8/17/2015 4:49:41 PM

File Number:  
02227630

Corporation Name:  
BONDS ALARM CO., INC.

Corporate Status Inquiry

## This Corporation is in Good Standing

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

[Print Certificate \(/GoodStanding/PrintInstructions?corpId=%2002227630\)](/GoodStanding/PrintInstructions?corpId=%2002227630)

[Reprint Certificate \(/GoodStanding/Reprint?corpId=%2002227630\)](/GoodStanding/Reprint?corpId=%2002227630)

[Return to Corporate Details \(/Details/Corp?corpId=%2002227630\)](/Details/Corp?corpId=%2002227630)

[Privacy Policy \(http://www.azcc.gov/Divisions/Administration/Privacy.asp\)](http://www.azcc.gov/Divisions/Administration/Privacy.asp) | [Contact Us \(http://www.azcc.gov/divisions/corporations/contact-us.asp\)](http://www.azcc.gov/divisions/corporations/contact-us.asp)



EVALUATION CRITERIA	MAXIMUM POINTS	RCI SYSTEMS INC.	BONDS ALARM CO. INC.	BENSON SECURITY SYSTEMS	CLIMATEC	AAA ALARM & SECURITY INC	STANLEY SECURITY	DH PACE COMPANY INC.	SOUTHWEST INTEGRATED SOLUTIONS	APOLLO SECURITY GROUP
<b>REFERENCES (5%)</b>										
Offerors shall submit a minimum of three references from any governmental agency, municipality, schools or companies which the Offeror has provided similar scope of products and services within the last five years. References shall include the company name, contact person and title, telephone number, email address, dates of service, estimated cost and description of project(s).		Pros: References include fairly large organizations.  Cons: References lack scope and amount of work.	Pros: References included positive letters.  Cons: References show smaller scope compared to Glendale.	Pros:  Cons: References not specific.	Pros: References included large organizations comparable in scope with Glendale.  Cons:	Pros: References include organizations comparable in scope with Glendale.  Cons:	Pros: References included organizations comparable in scope with Glendale.  Cons:	Pros: References included organizations comparable in scope with Glendale.  Cons:	Pros: References included smaller organizations compared to Glendale.  Cons:	Pros: References included organizations comparable in scope with Glendale.  Cons:
<b>CONSENSUS SCORE</b>	50	45	43	40	50	45	45	45	43	45
<b>Cost (35%)</b>	350	215	350	173	175	99	174	215	204	153
<b>CONSENSUS SCORE</b>	350	215	350	173	175	99	174	215	204	153
<b>TOTAL SCORES</b>	1000	737	892	741	773	639	721	715	644	749

**AWARD DETERMINATION**

Award is recommended to **BONDS ALARM CO., INC.**

**BONDS ALARM CO., INC.** is deemed to be the responsible and responsive proposer whose proposal is determined to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation factors set forth in the Request for Proposal.



## Legislation Description

---

**File #:** 15-642, **Version:** 1

---

**AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT FOR COOPERATIVE PURCHASE FROM CON-WAL INC., DOING BUSINESS AS SOUTHWESTERN SALES COMPANY, FOR LANDFILL ALTERNATIVE DAILY COVER TARPS**

Staff Contact: Jack Friedline, Director, Public Works

### **Purpose and Recommended Action**

This is a request for Council to authorize the Acting City Manager to enter into an amendment to a multi-year linking agreement with Con-Wal Inc., doing business as Southwestern Sales Company, per the terms and conditions of the Tucson contract and SAVE cooperative agreement. Staff is requesting that Council approve the expenditure of up to \$77,500 for the remainder of the initial term of the cooperative agreement and the one (1) additional year of the Tucson contract (should the City of Tucson exercise its last renewal option), for a total not to exceed \$155,000. Should Council approve the full amount requested for the remainder of the contract term, staff requests that Council delegate the authority to exercise any renewal options to the City Manager.

### **Background**

The city Landfill utilizes tarps as a means to minimize the use of dirt to cover its trash on a daily basis. Per State and Federal regulations it is required that a landfill cover its trash with an approved form of daily cover in an effort to control odors and vectors. Tarps have proven to be the most cost effective method for the Landfill.

The vendor, Southwestern Sales Company, was awarded this bid through a competitive bid process by the City of Tucson; Contract #120445 was awarded on February 17, 2012. The terms and conditions of the Tucson contract allow, with the approval of the contractor, members of the Strategic Alliance for Volume Expenditures (SAVE) to take advantage of the lowest bidder rates contained in the contract. The City of Glendale has received this approval from Southwestern Sales to utilize the Tucson contract. The end date of Amendment No. 3 of the vendor's contract with Tucson is February 28, 2016. The agreement provides for one (1) additional, one-year renewal, which will extend the term of the agreement through February 28, 2017, if Tucson exercises its last renewal option. Council is being provided the Amendment drafted by the City Attorney's Office for approval.

### **Analysis**

The landfill currently utilizes at least one tarp daily and may use more depending on operations. This agreement will allow the purchase of up to three additional tarps to replace existing 150 foot by 150 foot woven polypropylene tarps as the existing tarps become non-repairable due to the harsh conditions at the landfill.

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.

**Community Benefit/Public Involvement**

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

**Budget and Financial Impacts**

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$77,500</b>	<b>2440-17710-524400, Landfill</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 1  
TO  
LINKING AGREEMENT BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SOUTHWESTERN SALES COMPANY  
(CONTRACT NO. C-9637)

This Amendment No. 1 ("Amendment") to the Linking Agreement ("Agreement") by and between the City of Glendale, an Arizona municipal corporation ("City") and Con-Wal Inc. dba Southwestern Sales Company ("Contractor"), a Mississippi corporation authorized to do business in Arizona, is made this \_\_\_\_ day of \_\_\_\_, 2015 ("Effective Date").

RECITALS

- A. City and Contractor previously entered into a Linking Agreement, Contract No. C-9637, dated January 22, 2015; and
- B. The Agreement utilized the City of Tucson's Strategic Alliance for Volume Expenditures (S.A.V.E.) Landfill Cover Tarps Contract No. 120445, to cooperatively purchase goods and services for heavy equipment, parts, accessories, supplies and related services.
- C. The S.A.V.E. Contract expired on March 1, 2014, but was extended through February 28, 2016.
- D. The Agreement provided that it expired on February 28, 2015, unless it was extended in a subsequent Amendment in a written agreement signed by both parties. As authorized in the Agreement, the parties hereby agree to extend the Contract the term of the S.A.V.E. Contract through February 28, 2016.
- E. The Agreement also provided the term may be extended through February 28, 2017 should the City of Tucson exercise its option to extend the term of the S.A.V.E. Contract. This Amendment adopts and reaffirms the parties' right to exercise such option to extend the Agreement if they so desire.
- F. The City's Agreement also provided that the total purchase price for the supplies and/or services purchased during the initial term (through February 28, 2015) would not exceed \$25,000.00. The City is increasing the amount of Compensation to be paid to Contractor to **\$155,000.00** so that City can purchase additional goods and services during the first renewal term and any subsequent renewal term and so the City can take advantage of the discounted pricing in the cooperative agreement.
- G. The City and Contractor wish to further 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 to Amend the Agreement 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 through February 28, 2016, unless otherwise terminated or canceled as provided by the Agreement. The City may also exercise its right to extend the term through February 28, 2017 should the City of Tucson extend the term of its Strategic Alliance for Volume Expenditures Landfill Cover Tarps Contract No. 120445.
3. **Compensation.**
  - a) City shall pay Contractor compensation at the same rate and on the same schedule as the City of Tucson's Contract No. 120455, unless the City and Contractor agree otherwise.
  - b) The total purchase price for the goods, supplies and/or services purchased under this Agreement, from the Effective Date of this Amendment through February 28, 2017, shall not exceed the total purchase price of **\$155,000.00**, including applicable sales tax.
4. **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 warrants compliance with this section.
5. **Ratification of Agreement.** All other provisions of the Agreement and any Amendment thereto shall remain in effect in their entirety. If any provision of this Amendment conflicts with the Agreement, then the provision of this Amendment shall prevail and control.

CITY OF GLENDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Richard A. Bowers, Acting City Manager

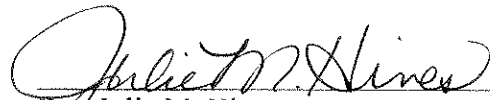
ATTEST:

\_\_\_\_\_  
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey, City Attorney

Con-Wal Inc., dba  
Southwestern Sales Company  
a Mississippi corporation



By: Julie M. Hines  
As: President

LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SOUTHWESTERN SALES COMPANY

THIS LINKING AGREEMENT (this "Agreement") is entered into as of January  
22, 2015 between the City of Glendale, an Arizona municipal corporation (the "City"), and  
Con-Wal, Inc. dba Southwestern Sales Company, a Mississippi corporation authorized to do  
business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On February 17, 2012, Strategic Alliance for Volume Expenditures (S.A.V.E.) Cooperative, entered into a contract with Contractor to purchase the goods and services described in the Landfill Cover Tarps Contract No. 120445, which is attached hereto as Exhibit A. The Landfill Cover Tarps Contract permits its cooperative use by other governmental agencies of which the City is a participating member. The Landfill Cover Tarps Contract is hereinafter referred at as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached here to as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was March 1, 2014, until the

date the contract expires on **February 28, 2015**, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond **February 28, 2017**. 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 a one-year renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in **Exhibit B** hereto.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed **twenty-five thousand dollars (\$25,000)**.

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]



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

"City"

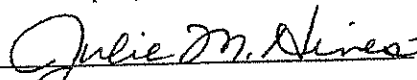
City of Glendale, an Arizona  
municipal corporation



By: Brenda S. Fischer  
Its: City Manager

"Contractor"

Con-Wal, Inc. dba Southwestern  
Sales Company, a Mississippi corporation




By: Julie M. Hines  
Its: President

ATTEST



Pamela Hanna (SEAL)  
City Clerk

Approved as to Form

  
Michael D. Bailey  
City Attorney

# EXHIBIT A

## CITY OF TUCSON INVITATION FOR BID

INVITATION FOR BID NUMBER: 120445

BID DUE DATE: FEBRUARY 6, 2012, AT 4:00 P.M. LOCAL AZ TIME

BID SUBMITTAL LOCATION: DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6<sup>TH</sup> FLOOR LOBBY, TUCSON, AZ 85701

MATERIAL OR SERVICE: LANDFILL COVER TARPS

PRE-BID CONFERENCE DATE: JANUARY 27, 2012  
TIME: 9:00 A.M., LOCAL AZ TIME  
LOCATION: CITY HALL, PROCUREMENT CONFERENCE ROOM  
255 W. ALAMEDA, 6<sup>TH</sup> FLOOR, TUCSON, AZ 85701

CONTRACT OFFICER: VICTORIA CORTINAS, C.P.M., CPPB  
TELEPHONE NUMBER: (520) 837-4140  
Victoria.Cortinas@tucsonaz.gov

Interested bidders may obtain a copy of this complete solicitation by calling (520) 791-4217. A copy of the solicitation and any future amendments may also be downloaded from the City of Tucson Procurement Department website at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number.

Competitive sealed bids for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited. Bids received by the correct time and date shall be publicly recorded.

Bids must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late bids shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Bids must be submitted in a sealed envelope. The Invitation for Bid number and the bidder's name and address should be clearly indicated on the outside of the envelope. All bids must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

A preliminary bid tabulation will be posted on the Department of Procurement's website at <http://www.tucsonprocurement.com/> within 2 business days, after bid opening. A final bid tabulation will be posted on the website after contract award and will remain on the website for 60 days after the posting date. Bidders without Internet access may request a copy of the bid tabulation by contacting the Department of Procurement at (520) 791-4217.

### \*\*\*\*NOTICE\*\*\*\*

Effective July 1, 2009, the City will no longer mail Notices of available solicitations via the U.S. Postal Service. Email notifications will be provided to those vendors that have updated their vendor record and selected email as their preferred delivery method. For information on how to update your vendor record, please visit [www.tucsonprocurement.com](http://www.tucsonprocurement.com), click on What's New? and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

VC/sd

ISSUE DATE: JANUARY 17, 2012

**PRICE PAGE**

**DESCRIPTIVE LITERATURE:** All bids/offers must include complete manufacturers' descriptive literature regarding the equipment they propose to furnish. Literature shall have sufficient detail in order to allow a complete evaluation of the bid/offer submitted to ensure compliance with the requirements. Failure to include this information may result in the bid/offer being rejected.

Manufacturer and model number bid must be stated in the bid response. Failure to clearly indicate the manufacturer and model number will be cause for rejection of the item(s).

Description	Est. Annual Quantity	Unit Price	Extended Price
Landfill Cover Tarps, as per requirements	5 Each	\$ 3,935.22	\$19,676.10
<u>Southwestern Sales tarpARMOR</u> <u>Model L/ADC40X100 ATM w/</u> <u>tarpLOX Structural Support System</u> Mfg./Model Number			
After July 1, 2012 - Landfill Cover Tarps, as per requirements	Up to 9 Each	\$ 3,935.22	\$35,416.98
<u>Southwestern Sales tarpARMOR</u> <u>Model L/ADC40X100 ATM w/</u> <u>tarpLOX Structural Support System</u> Mfg./Model Number			
<u>tarpLOX hardware -- 1 yr. ADC tarp -- 30 days</u> Standard Manufacturer's Warranty			

**PROMPT PAYMENT DISCOUNT:** As stated in the Instructions to Bidders, Paragraph 7- Discounts, the price(s) quoted herein can be discounted by 2%, if payment is made within 21 days.

NOTE: Unless otherwise specified in the offer, a two percent/twenty-one days (2%/21) cash discount will be assumed as allowable and will be considered in determining bid award.

**DELIVERY:** Delivery is promised within 21 calendar days after receipt of an order.

**SALES TAX PERCENT:** 0 % (See Instructions to Bidders, Paragraph 8 - Taxes).

**CREDIT CARD PAYMENT:**  
 Will payment be accepted via commercial credit card?  Yes  No  
 a. If yes, can commercial payment(s) be made online?  Yes  No  
 b. Will a third party be processing the commercial credit card payment(s)?  Yes  No  
 c. If yes, indicate the flat fee per transaction \$ \_\_\_\_\_ (as allowable, per Section 5.2.E of Visa Operating Regulations).  
 d. If "no" to above, will consideration be given to accept the card?  Yes  No

**CITY OF TUCSON BUSINESS LICENSE:**  Yes  No  
 If yes, please provide a copy of your City of Tucson Business License.

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4103  
ISSUE DATE: DECEMBER 14, 2014

CONTRACT NO.: 120445  
CONTRACT AMENDMENT NO.: THREE (3)  
PAGE 1 of 2  
CQ  
CONTRACT OFFICER: KYLE PASEWARK

THIS CONTRACT IS AMENDED AS FOLLOWS:

## LANDFILL COVER TARPS

1. Pursuant to Contract No. 120445, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of March 1, 2015 through February 28, 2016.

→ 2. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See [http://www.tucsonprocurement.com/coop\\_partners.aspx](http://www.tucsonprocurement.com/coop_partners.aspx) and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

3. The following sentence is hereby added to Paragraph 20 (Indemnification) of the Standard Terms and Conditions section:

"If Contractor or any of Contractor's employees are certified to receive a premium tax credit or cost sharing reduction which triggers a §4980H (a) or (b) penalty against the City, the Contractor shall indemnify the City from and shall pay any assessed tax penalty."

4. Standard Terms and Conditions, Paragraph 21 shall hereby be replaced with the following:

21. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

SH

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4103  
ISSUE DATE: DECEMBER 14, 2014

CONTRACT NO.: 120445  
CONTRACT AMENDMENT NO.: THREE (3)  
PAGE 2 of 2  
CQ  
CONTRACT OFFICER: KYLE PASEWARK

**\*\*THIS PAGE LEFT INTENTIONALLY BLANK\*\***

**ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.**

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF  
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Shannon D. Harrop 12/16/14  
Signature Date

Shannon D. Harrop, Corporate Secretary  
Typed Name and Title

Southwestern Sales Company  
Company Name

P.O. Box 1257 Rogers, AR 72757  
Address

sharrop@tarparmor.com  
Email Address

Rogers Arkansas 72757  
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT  
IS HEREBY EXECUTED THIS 18<sup>th</sup> DAY  
OF December, 2014, AT TUCSON, ARIZONA.

Nathan Gaon  
As Director of Procurement and not personally

**PRICE PAGE**

**DESCRIPTIVE LITERATURE:** All bids/offers must include complete manufacturers' descriptive literature regarding the equipment they propose to furnish. Literature shall have sufficient detail in order to allow a complete evaluation of the bid/offer submitted to ensure compliance with the requirements. Failure to include this information may result in the bid/offer being rejected.

Manufacturer and model number bid must be stated in the bid response. Failure to clearly indicate the manufacturer and model number will be cause for rejection of the item(s).

Description	Est. Annual Quantity	Unit Price	Extended Price
Landfill Cover Tarps, as per requirements	5 Each	\$ 3,935.22	\$19,676.10
<u>Southwestern Sales tarpARMOR</u> <u>Model L/ADC40X100 ATM w/</u> <u>tarpLOX Structural Support System</u> Mfg./Model Number			
After July 1, 2012 - Landfill Cover Tarps, as per requirements	Up to 9 Each	\$ 3,935.22	\$35,416.98
<u>Southwestern Sales tarpARMOR</u> <u>Model L/ADC40X100 ATM w/</u> <u>tarpLOX Structural Support System</u> Mfg./Model Number			
<u>tarpLOX hardware -- 1 yr. ADC tarp -- 30 days</u> Standard Manufacturer's Warranty			

**PROMPT PAYMENT DISCOUNT:** As stated in the Instructions to Bidders, Paragraph 7- Discounts, the price(s) quoted herein can be discounted by 2%, if payment is made within 21 days.

NOTE: Unless otherwise specified in the offer, a two percent/twenty-one days (2%/21) cash discount will be assumed as allowable and will be considered in determining bid award.

**DELIVERY:** Delivery is promised within 21 calendar days after receipt of an order.

**SALES TAX PERCENT:** 0% (See Instructions to Bidders, Paragraph 8 - Taxes).

**CREDIT CARD PAYMENT:**

- Will payment be accepted via commercial credit card?  Yes  No
- If yes, can commercial payment(s) be made online?  Yes  No
  - Will a third party be processing the commercial credit card payment(s)?  Yes  No
  - If yes, indicate the flat fee per transaction \$ \_\_\_\_\_ (as allowable, per Section 5.2.E of Visa Operating Regulations).
  - If "no" to above, will consideration be given to accept the card?  Yes  No

**CITY OF TUCSON BUSINESS LICENSE:**  Yes  No  
 If yes, please provide a copy of your City of Tucson Business License.



## Legislation Description

---

**File #: 15-646, Version: 1**

---

### **AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF VEHICLES FROM COURTESY CHEVROLET**

Staff Contact: Jack Friedline, Director, Public Works

#### **Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Courtesy Chevrolet for the cooperative purchase of fifty-four (54) 2016 Chevrolet vehicles in a total amount not to exceed \$1,759,996 for the City of Glendale Fleet.

#### **Background**

The vehicles requested for purchase will be paid by funds in the Vehicle Replacement Fund (VRF) and meet the criteria for replacement. The replacement schedule for these vehicles is currently set at approximately seven to eight years or 100,000 miles, dependent upon use, individual maintenance history, and vehicle type.

Courtesy Chevrolet was awarded a contract by the State of Arizona for Vehicles, New Purchases Statewide through a competitive bid process.

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**

For fiscal year 2015-16, a total of \$3.5 million is available in the VRF for the purchase of vehicles. Any unexpended balance for the fiscal year will remain in the VRF for future vehicle replacement purchases.

Staff is requesting to purchase (54) fifty-four 2016 Chevrolet vehicles as shown in Attachment A, which includes: Two 3500 Crew cab pickups, two 1500 reg. cab/long bed pickups, one 1500 reg. cab/short bed pickup, seven 1500 ext. cab/short bed pickups, one 1500 ext. cab/short bed/lift-gate pickup, two 2500 reg. cab w/service body pickups, one GMC Savanna full-size passenger van, twenty-nine full-size Police Patrol Vehicle Tahoe's, one full-size Tahoe SUV and eight compact Colorado ext. cab pickups in a total amount not to exceed \$1,759,996.

#### **Previous Related Council Action**

On May 28, 2013, Council adopted resolution No. 4681 New Series to allow continued use of Arizona State cooperative purchasing agreements.

**Community Benefit/Public Involvement**

Purchase of these vehicles ensures the continued delivery of services provided by city departments.

**Budget and Financial Impacts**

Funding is available in the fiscal year (FY) 2015-16 Vehicle Replacement Fund.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$1,759,996</b>	<b>1120-13610-551400, Vehicle Replacement Fund</b>

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  
COURTESY CHEVROLET**

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 Courtesy Chevrolet, an Arizona corporation ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On January 17, 2012, under the State of Arizona Cooperative Purchasing Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Vehicles, New Purchases Statewide Contract ADSPO12-016667, which is attached hereto as Exhibit A. The Vehicles, New Purchases Statewide Contract permits its cooperative use by other governmental agencies including the City. The Vehicles, New Purchases Statewide Contract is hereinafter referred to as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was January 17, 2012, until the date the contract expires on October 1, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract

beyond January 16, 2017. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until October 1, 2016. The City, however, may renew the term of this Agreement for 2 one-year periods until the Cooperative Purchasing Agreement expires on January 16, 2017. 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 a one-year renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one million seven hundred fifty-nine thousand nine hundred ninety-six dollars (\$1,759,996).

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

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

City of Glendale  
c/o Montana Slack  
6210 W. Myrtle Avenue Suite 111  
Glendale, Arizona 85301-1700  
623-930-2621

and

Courtesy Chevrolet  
c/o Joe A. Pfeffer  
1233 E. Camelback Rd.  
Phoenix, Arizona 85014  
602-604-3043

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

“City”

City of Glendale, an Arizona  
municipal corporation

By: \_\_\_\_\_  
Richard A. Bowers  
Acting City Manager

“Contractor”

Courtesy Chevrolet  
an Arizona corporation

By: \_\_\_\_\_  
Name: Joe A. Pfeffer  
Title: Commercial Sales

ATTEST:

\_\_\_\_\_  
Pamela Hanna (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
COURTESY CHEVROLET**

**EXHIBIT A**

State of Arizona Contract No. ADSP012-046667



### Master Blanket Purchase Order ADSP012-016667

#### Header Information

<b>Purchase Order Number:</b>	ADSP012-016667	<b>Release Number:</b>	0	<b>Short Description:</b>	Vehicles, New Purchases Statewide
<b>Status:</b>	3PS - Sent	<b>Purchaser:</b>	Lori Noyes	<b>Receipt Method:</b>	Quantity
<b>Fiscal Year:</b>	2012	<b>PO Type:</b>	Blanket	<b>Minor Status:</b>	
<b>Organization:</b>	State of Arizona	<b>Location:</b>	STRGC - SPO Strategic	<b>Type Code:</b>	Statewide
<b>Department:</b>	ADSP0 - State Procurement Office	<b>Entered Date:</b>	01/16/2012 03:48:21 PM	<b>Control Code:</b>	
<b>Alternate ID:</b>		<b>Retainage %:</b>	0.00%	<b>Discount %:</b>	0.00%
<b>Days ARO:</b>	120	<b>Release Type:</b>	Direct Release	<b>Pcard Enabled:</b>	Yes
<b>Print Dest Detail:</b>	If Different	<b>Tax Rate:</b>		<b>Actual Cost:</b>	\$0.00
<b>Catalog ID:</b>					
<b>Contact Instructions:</b>	Lori.Sherill@azdoa.gov or (602) 542-7144				

**Master Blanket/Contract End Date (Maximum):** 01/16/2017 03:46:00 PM

**Project No.:**  
**Building Code:**  
**Cost Code:**  
**Special Purchase Types:**  
**PIJ NUMBER:**  
**Coop Spend To Date:**  
**Commodity Reference Id:**  
**PO External Doc Type:**

**Agency Attachments:** [PO Terms & Conditions - OLD IFB No ADSP012-00001167 - Vehicles New Purchases Statewide.pdf Attachments I - VIII Word Documents.zip](#) [Vehicles New Purchases Statewide General Contract Documents~8.zip](#) [Courtesy Contract Attachments.zip](#) [Courtesy Chevrolet Vehicle Specification Sheet-2.xls](#) [Award Summaries~46.zip](#) [2013 Malibu Spec Sheet Chevrolet Colorado Press Release Contract Amendment Change Order 07 Summary ADSP012-016667.doc](#) [Change Order No. 8 - Unilateral Change Order Change Order No. 9 - Price Update Change Order Summary Worker's Comp COI Certificate of Insurance Change Order No. 14 Renewal to 10.2015.pdf](#) [Change Order No. 15 - Renewal Current Pricing for Courtesy Chevrolet](#)

**Vendor Attachments:**  
**Agency Attachment Forms:**  
**Vendor Attachment Forms:**

Primary Vendor Information & PO Terms

Vendor: 9000003009 - COURTESY CHEVROLET Joe Pfeffer 1233 E. Camelback Rd. Phoenix, AZ 85014 US

Payment Terms: Net 30 Shipping Terms:

Shipping Method: Freight Terms:



Email: jpfeffer@houseofcourtesy.com Phone: (602)279-3232

PO Acknowledgements:

Table with columns: Purchase Order, Notifications, Acknowledged Date/Time. Lists purchase orders and change orders from 2012 to 2015.

Master Blanket/Contract Vendor Distributor List

Table with columns: Vendor ID, Alternative ID, Vendor Name, Preferred Delivery Method, Vendor Distributor Status.

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 01/17/2012 Master Blanket/Contract End Date: 10/01/2016 Cooperative Purchasing Allowed: Yes

Table with columns: Organization, Department, Dollar Limit, Dollars Spent to Date, Minimum Order Amount.

Item Information

1-5 of 176 1 2 3 4 5 6 7 8 9 10

Print Sequence # 0.01, Item # 125: SUVs/Crossovers - This item should be used if a vehicle listed on the the attached price list does not have a corresponding line item. Enter the price listed in the price list in unit cost. 3PS - Sent

NIGP Code: 071-80 SUV Type Vehicles (Incl. Carryalls)

Table with columns: Receipt Method, Qty, Unit Cost, UOM, Discount %, Total Discount Amt, Tax Rate, Tax Amount, Total Cost. Includes manufacturer and packaging information.



# Special Terms and Conditions

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

Description: **Vehicles, New Purchases Statewide**

7. **Contract Term.** The contract shall begin upon the date of Contract award and shall continue for a term of one (1) year, unless terminated or extended in accordance to the terms of this contract.
8. **Contract Renewal (Sole Option).** The contract shall not bind nor purport to bind, the State for any contractual commitment in excess of the original contract period. The State shall have the right, at its sole option, to renew the contract for four (4) one-year periods or a portion thereof. If the State exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.
9. **Estimated Usage.** The Contract shall be on an as needed, if needed basis. The State makes no guarantee as to the amount of usage that may occur under a resultant contract.
10. **Current Models.** All vehicles shall be the manufacturer's current models in production at the time of delivery. All vehicles shall be new and unused and equivalent in style and quality to those offered to the general public and meet or exceed all specifications and requirements set forth in this solicitation.
11. **Dealership, Participating Service and Delivery Locations.** The contractor may submit, at any time during the contract period, new dealership, participating service and delivery locations that will be used as subcontractors for both product deliveries and drive in service centers under the contract. Request are to be submitted electronically and shall contain:
- The dealer or outlet name
  - Location (physical address)
  - Telephone/fax numbers and email information
  - Key personnel at that location
- Approval shall be in the form of a contract amendment, and shall become effective on the date specified in the amendment.
12. **Delivery (Minimum)**
- 12.1 Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with revised delivery estimate from factory immediately after it becomes known. If manufacturer has a website available to check order status, this information will be shown in space provided on Questionnaire #1.
- 12.2 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24 hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.
- 12.3 All vehicles shall be delivered with four (4) standard keys and if applicable two (2) keyless entry remotes, integrated or smart keys and a full tank(s) of fuel, less delivery fuel for sedans, SUVs, station wagons, vans, trucks.
- 12.4 The following documents shall be provided upon delivery of the vehicle(s):
- M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
  - Warranty Document
  - Manufacturers unaltered invoice
  - The retail price label must be affixed to the window of all vehicles delivered
  - Delayed warranty / in service start request form (if requested by ordering entity).
13. **Appropriation of Funds.** Every payment obligation of the Agency under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Agency at the end of the period for which funds are available. No liability shall accrue to the Agency or the State of Arizona in the event this provision is exercised, and neither the Agency nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
14. **Pandemic Contractual Performance.** The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include: (i) Key succession and performance planning if there is a sudden significant decrease in contractor's workforce; (ii) Alternative methods to ensure there are products in the supply chain; and (iii) An up to date list of company contacts and organizational chart.

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 State shall have the following rights: (i) After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms; (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



# Contract Change Order Summary

Contract No.: ADSPO12-016667

Change Order No.: 15

Date: July 21, 2015

Arizona Department of  
Administration  
State Procurement Office  
100 N. 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

## Vehicles, New Purchases Statewide

### COURTESY CHEVROLET

1. The above mentioned contract is hereby amended as follows:



- a. In accordance with Special Terms and Conditions, the term of the contract shall be extended an additional twelve (12) months through 10/1/2016.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED  
ACKNOWLEDGEMENT AND AUTHORIZATION**

**This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.**



**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
COURTESY CHEVROLET**

**EXHIBIT B**  
Award and Rate Sheet



# Offer and Acceptance

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

Description: Vehicles, New Purchases Statewide

## OFFER

TO THE STATE OF ARIZONA:

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

Arizona Transaction (Sales) Privilege Tax License No.:

07-37036

Federal Employer Identification No.:

86-0123463

Phone: 602-604-3040

Fax: 602-264-9230

COURTESY CHEVROLET

Company Name

1233 E CAMELBACK RD

Address

PHOENIX, AZ 85014

City

State

Zip

Signature of Person Authorized to Sign Offer

JOE PFEFFER

Printed Name

FLEET MANAGER

Title

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

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ X IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.
5. In accordance with A.R.S. §35-393, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with A.R.S. §35-391, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

## ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

This Contract shall henceforth be referred to as Contract No.

ADSP012-016667

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

State of Arizona  
Awarded this

17<sup>th</sup> day of

January

2012

Procurement Officer

COURTESY @ 36,287.67

COURTESY CHEVROLET

ADSP012-016667

STATE CONTRACT  
VEHICLE QUOTE

CONTRACT VEHICLE

2015 CHEV TAHOE  
4 DOOR, 2WD, PPV, 1FL PKG

CONTRACT PRICE

PER ATTACHED SPECS  
5.3L V8, AUTO, DUAL A/C

\$ 32,110.00

TINT

TINT

\$ 165.00

INCREASE

2016 MODEL INCREASE

\$ 1,227.00

SPOTLIGHTS

DUAL HALOGEN SPOTLIGHTS  
CENTER CONSOLE DELETE  
3RD ROW SEAT DELETE

INCLUDED  
INCLUDED  
INCLUDED

APPROX NOV BUILD

TOTAL

\$ 33,502.00

TIRE TAX

\$ 5.00

TAX

\$ 2,780.67

EXTENDED WARRANTY

GRAND TOTAL

\$ 36,287.67

COURTESY # P25, 252.08

COURTESY CHEVROLET

ADSP012-016667

STATE CONTRACT  
VEHICLE QUOTE

<u>CONTRACT VEHICLE</u>	2015 CHEV COLORADO EXT CAB, SHORT BED, 2WD, WT PKG 5700 LBS GVWR	
<u>CONTRACT PRICE</u>	PER ATTACHED SPECS 3.6L V6, AUTO, A/C	\$ 22,351.00
TINT	TINT	\$ 235.00
INCREASE	2016 MODEL INCREASE	\$ 727.00

APPROX NOV BUILD

<u>TOTAL</u>	\$ 23,313.00
<u>TIRE TAX</u>	\$ 5.00
<u>TAX</u>	\$ 1,934.98
<u>EXTENDED WARRANTY</u>	
<u>GRAND TOTAL</u>	\$ 25,252.98

---

COURTESY ~~22~~ 2276,885.76

COURTESY CHEVROLET

ADSP012-016667

STATE CONTRACT  
VEHICLE QUOTE

<u>CONTRACT VEHICLE</u>	2015 CHEV 3500HD CREW CAB, SHORT BED, 2WD, WT PKG	
<u>CONTRACT PRICE</u>	PER ATTACHED SPECS 6.0L V8, AUTO, A/C	\$ 29,249.00
TINT	TINT	\$ 235.00
INCREASE	2016 MODEL INCREASE	\$ 877.00

APPROX NOV BUILD

<u>TOTAL</u>		\$ 30,361.00
<u>TIRE TAX</u>		\$ 5.00
<u>TAX</u>		\$ 2,519.96
<u>EXTENDED WARRANTY</u>		
<u>GRAND TOTAL</u>		\$ 32,885.96

Courtesy ~~off~~ \$38,936.68

COURTESY CHEVROLET

ADSP012-016667

STATE CONTRACT  
VEHICLE QUOTE

CONTRACT VEHICLE

2015 CHEV TAHOE  
4 DOOR, 2WD, 1FL PKG

CONTRACT PRICE

PER ATTACHED SPECS \$ 34,465.00  
5.3L V8, AUTO, DUAL A/C

TINT

TINT \$ 165.00

INCREASE

2016 MODEL INCREASE \$ 1,318.00

APPROX NOV BUILD

TOTAL

\$ 35,948.00

TIRE TAX

\$ 5.00

TAX

\$ 2,983.68

EXTENDED WARRANTY

GRAND TOTAL

\$ 38,936.68

---

copying ~~was~~ @ 33,501.11

**COURTESY CHEVROLET**

**ADSP012-016667**

**STATE CONTRACT  
VEHICLE QUOTE**

**CONTRACT VEHICLE**

**2015 CHEV 2500HD  
REG CAB, 56"CA, 2WD, WT PKG**

**CONTRACT PRICE**

**PER ATTACHED SPECS \$ 23,464.00  
6.0L V8, AUTO, A/C**

**TINT**

**TINT**

**\$ 165.00**

**INCREASE**

**2016 MODEL INCREASE**

**\$ 950.00**

**BODY**

**8' SERVICE BODY W/HITCH-PLUG  
(NO LADDER RACK)**

**\$ 6,350.00**

**APPROX NOV BUILD**

**TOTAL**

**\$ 30,929.00**

**TIRE TAX**

**\$ 5.00**

**TAX**

**\$ 2,567.11**

**EXTENDED WARRANTY**

**GRAND TOTAL**

**\$ 33,501.11**

---

copying ~~to~~ \$ 27,636.19

COURTESY CHEVROLET

ADSP012-016667

STATE CONTRACT  
VEHICLE QUOTE

<u>CONTRACT VEHICLE</u>	2015 CHEV 1/2 TON REG CAB, LONG BED, 2WD, WT PKG	
<u>CONTRACT PRICE</u>	PER ATTACHED SPECS 5.3L V8, AUTO, A/C	\$ 21,715.00
TINT	TINT	\$ 165.00
INCREASE	2016 MODEL INCREASE	\$ 864.00

APPROX NOV BUILD

<u>TOTAL</u>		\$ 22,744.00
<u>TIRE TAX</u>		\$ 5.00
<u>TAX</u>		\$ 1,887.75
<u>EXTENDED WARRANTY</u>		
<u>GRAND TOTAL</u>		\$ 24,636.75

---



COURTESY CHEVROLET

ADSP012-016667

STATE CONTRACT  
VEHICLE QUOTE

CONTRACT VEHICLE

2015 CHEV 1/2 TON  
REG CAB, SHORT BED, 2WD, WT PKG

<u>CONTRACT PRICE</u>	PER ATTACHED SPECS 5.3L V8, AUTO, A/C	\$ 21,341.00
TINT	TINT	\$ 165.00
INCREASE	2016 MODEL INCREASE	\$ 853.00

APPROX NOV BUILD

<u>TOTAL</u>	\$ 22,359.00
<u>TIRE TAX</u>	\$ 5.00
<u>TAX</u>	\$ 1,855.80
<u>EXTENDED WARRANTY</u>	
<u>GRAND TOTAL</u>	\$ 24,219.80

---

21,008.52

COURTESY CHEVROLET

ADSP012-016667

STATE CONTRACT  
VEHICLE QUOTE

CONTRACT VEHICLE            2015            CHEV            1/2 TON  
DOUBLE CAB, SHORT BED, 2WD, WT PKG

<u>CONTRACT PRICE</u>	PER ATTACHED SPECS 5.3L V8, AUTO, A/C	\$ 23,747.00
TINT	TINT	\$ 235.00
INCREASE	2016 MODEL INCREASE	\$ 952.00

APPROX NOV BUILD

<u>TOTAL</u>		\$ 24,934.00
<u>TIRE TAX</u>		\$ 5.00
<u>TAX</u>		\$ 2,069.52
<u>EXTENDED WARRANTY</u>		
<u>GRAND TOTAL</u>		\$ 27,008.52

**COURTESY CHEVROLET**

**ADSP012-016667**

**STATE CONTRACT  
VEHICLE QUOTE**

**CONTRACT VEHICLE**

**2015 CHEV 1 TON  
EXPRESS, EXT 155" WB, 15 PASS VAN  
LT PKG**

**CONTRACT PRICE**

**PER ATTACHED SPECS \$ 27,627.00  
4.8L V8, AUTO, DUAL A/C**

**TINT**

**TINT \$ 235.00**

**INCREASE**

**2016 MODEL INCREASE \$ 1,068.00**

**APPROX NOV BUILD**

**TOTAL**

**\$ 28,930.00**

**TIRE TAX**

**\$ 5.00**

**TAX**

**\$ 2,401.19**

**EXTENDED WARRANTY**

**GRAND TOTAL**

**\$ 31,336.19**

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
COURTESY CHEVROLET**

**EXHIBIT C**  
Scope of Work

**PROJECT**

Purchase of new vehicles

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
COURTESY CHEVROLET**

**EXHIBIT D**

**METHOD AND AMOUNT OF COMPENSATION**

Method of compensation is provided in Section 3 of the Agreement.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$1,759,996.

**DETAILED PROJECT COMPENSATION**

Compensation is for the purchase of fifty-four (54) 2016 Chevrolet vehicles which include, two 3500 crew cab pickups, two 1500 reg cab/long bed pickups, one 1500 reg cab/short bed pickup, seven 1500 ext cab/short bed pickups, one 1500 ext cab/short bed/lift gate pickup, two 2500 reg cab with service body pickups, one GMC Savanna full-size passenger van, twenty-nine full-size Police Patrol Vehicle Tahoes, one full-size Tahoe SUV and eight compact Colorado ext cab pickups.

**PURCHASE OF VEHICLES FROM COURTESY CHEVROLET**

**ATTACHMENT A**

<b>Quantity</b>	<b>Department</b>	<b>Quantity/Type/Division</b>
<b>5</b>	<b>Public Works</b>	(1) 1500 Pickup Truck/Facilities (1) 1500 Pickup Truck/Streets (1) 1500 Pickup Truck/Sanitation Administration (2) 1500 Pickup Trucks /Engineering Construction Inspection
<b>30</b>	<b>Police Services</b>	(13) PPV Tahoe's/Foothills Patrol (16) PPV Tahoe's/Gateway Patrol (1) Savanna Van/Special Ops
<b>18</b>	<b>Water Services</b>	(1) 2500 Pickup Truck /Waste Water (1) 1500 Pickup Truck/Water Distribution (1) 1500 Pickup Truck/Water Quality (1) Colorado Pickup/Public Service Rep (PSR) (2) 3500 Pickup Truck/Public Service Rep (PSR) (1) Tahoe SUV/Pre-Treatment (1) 1500 Pickup Truck/Cross-Connection Control (7) Colorado Pickups/Customer Service (Water) (1) 2500 Pickup Truck/Meter Maintenance (1)1500 Pickup Truck /Customer Service (Meter Reader) (1) 1500 Pickup Truck/Storm Water
<b>1</b>	<b>Fire Services</b>	(1) 1500 Pickup Truck/Fire Services



## Legislation Description

---

**File #:** 15-647, **Version:** 1

---

**AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF STREET SWEEPING SERVICES FROM C & S SWEEPING SERVICES, INC.**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with C & S Sweeping Services, Inc., to provide street sweeping services, in an amount not to exceed \$66,666.66 annually, and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional two, one-year renewals, not to exceed \$200,000 for the full term of the agreement.

**Background**

The agreement with C & S Sweeping Services, Inc., will be utilized to provide street sweeping services to the Northern Parkway area, city-owned parking garages, and other services on an as-needed basis as outlined in the linking agreement.

C & S Sweeping Services, Inc. was awarded a bid by the Maricopa County Department of Transportation to provide street sweeping 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. 12053-S was awarded on July 1, 2012, the initial period of this agreement ends on June 30, 2016, and includes an option to renew the term of the contract for an additional two years, in one-year periods, allowing the contract to be extended through June 30, 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**

The city's agreement with C & S Sweeping Services, Inc., will be effective upon signing of the agreement and run through June 30, 2016. Should Council approve the requested authorization for the City Manager to renew the agreement, and with the annual renewal of the Maricopa County Department of Transportation contract, the city's agreement with C & S Sweeping Services, Inc., may be extended for an additional two years, in one-year increments, with a final termination date of June 30, 2018. This is a request for

expenditure authority only and does not mean that the city will expend the full annual authorized amount of \$66,666.66 with C & S Sweeping Services, Inc.

**Community Benefit/Public Involvement**

The use of outside vendors supplements internal service capacity and allows for the most expeditious return of vehicles and equipment to city operations for smooth and uninterrupted delivery of service to the public.

Cooperative purchasing 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 2015-16 Public Works Department operating and maintenance budget. Expenditures with C & S Sweeping Services, Inc., are estimated to be \$66,666.66 annually, with a not to exceed amount of \$200,000 over the entire term of the agreement.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$59,166.66</b>	<b>2480-17830-518200, Curb Service</b>
<b>\$7,500.00</b>	<b>1000-13450-518200, Facilities Management</b>

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  
C & S SWEEPING SERVICES, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and C & S Sweeping Services, Inc., an Arizona corporation ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On July 1, 2012, under the Strategic Alliance for Volume Expenditures (S.A.V.E.) Cooperative Purchasing Agreement, the Maricopa County Department of Transportation entered into a contract with Contractor to purchase the goods and services described in the Street Sweeping Services Contract, Contract No. 12053-S, which is attached hereto as Exhibit A. The Street Sweeping Services Contract permits its cooperative use by other governmental agencies including the City. The Street Sweeping Services Contract is hereinafter referred at as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was July 1, 2012, until the date the contract expires on June 30, 2018, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract

beyond June 30, 2018. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until June 30, 2016. The City, however, may renew the term of this Agreement for 2 one-year periods until the Cooperative Purchasing Agreement expires on June 30, 2018. 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 a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.
  - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached hereto as Exhibit B.
  - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.
3. Compensation.
  - A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in Exhibit C hereto.
  - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed \$66,666.66 annually or \$200,000 for the full term of the agreement.
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. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

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

"City"

City of Glendale, an Arizona  
municipal corporation


By: \_\_\_\_\_

Richard A. Bowers  
Acting City Manager

"Contractor"

C & S Sweeping Services Inc.,  
an Arizona corporation

By: \_\_\_\_\_

  
Name: Samuel Danielson  
Title: Operations Manager

ATTEST:

\_\_\_\_\_  
Pamela Hanna (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
C & S SWEEPING SERVICES, INC.**

**EXHIBIT A**

Maricopa County Street Sweeping Services Contract, Contract No. 12053-S

SERIAL 12053 S STREET SWEEPING SERVICES

DATE OF LAST REVISION: May 21, 2015

CONTRACT END DATE: June 30, 2018

CONTRACT PERIOD THROUGH JUNE 30, ~~2015~~ 2018

TO: All Departments  
FROM: Office of Procurement Services  
SUBJECT: Contract for **STREET SWEEPING 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 June 20, 2012 (Eff. 07/01/12).

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

\_\_\_\_\_  
Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

NP/at  
Attach

Copy to: Office of Procurement Services  
Larry Hall, MCDOT  
Valerie Chavez, MCDOT

(Please remove Serial 05167-S from your contract notebooks)



## STREET SWEEPING SERVICES

### 1.0 INTENT:

The intent of this solicitation is to establish a contract to provide personnel, materials, and equipment to perform street sweeping services for Maricopa County, as indicated in the specifications below. This service shall be authorized by Purchase Order only.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.24 and 2.25, 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 SCOPE OF SERVICES:

#### 2.1 DEFINITION OF TERMS:

For the purpose of these specifications, the following words or terms shall be defined as hereinafter set forth. Please substitute the following location: Maricopa County Flood Control District (MCFCD) with Maricopa County Department of Transportation (MCDOT) where necessary when contracting with the MCFCD and these additional definitions shall apply.

- 2.1.1 "Center line Mile" shall mean the number of miles, to the nearest 1/100 of a mile, as measured along the center line of the street, whether or not there is a median.
- 2.1.2 "Inspector" shall mean the Maricopa County Department of Transportation Maintenance Inspector.
- 2.1.3 "Agreement" shall mean the agreement for the sweeping and disposal of debris from the streets of the Maricopa County Department of Transportation.
- 2.1.4 "County" shall mean the Maricopa County Department of Transportation, its officers, employees, or representatives.
- 2.1.5 "Contractor" shall mean the person, corporation or partnership performing street sweeping services under contract with the County.
- 2.1.6 "Debris" shall mean all litter, rubbish, leaves, sand, dirt, garbage and other foreign material removable from a paved street with a mechanical street sweeper.
- 2.1.7 "May" shall be permissive.
- 2.1.8 "Shall" shall be mandatory.
- 2.1.9 "Street" shall mean all dedicated public right-of-way within the existing or future limits of the Maricopa County Department of Transportation, which are paved. The term "street" shall include other paved areas as directed.
- 2.1.10 "Street Sweeping" shall mean the removal by dustless type machine sweepers of all debris from all portions of a street.
- 2.1.11 "Sweeping" shall mean all debris removed from streets.

#### 2.2 SERVICE REQUIRED:

- 2.2.1 Service shall include furnishing all labor, equipment, tools, fuel, materials, insurance, supervision and all other items incidental thereto and to perform all work necessary as

specified. The Contractor shall provide a yard for parking, maintenance and storage of all equipment at no expense to the County. The Contractor shall provide street sweeping services as follows: on designated arterial (major), collector, commercial, residential, and industrial streets as indicated by MCDOT. All streets shall be swept in accordance to their designated cycle of 2 weeks, 4 weeks or 8 week sweep.

2.2.2 Additional Services

Additional services including emergency call-outs, or special sweeps, shall be performed by the Contractor, upon request by Maricopa County or its representatives.

2.2.3 Changes in Services

During the term of this agreement or any extension thereof, the County may elect to increase or decrease the frequency or number of center line miles of street sweeping services. The stated increase or decrease shall be by written or electronic notification to the contract or the unit price for changes and/or additions shall be at the current contract unit pricing.

2.3 DISPOSAL:

The Contractor shall transport and dispose of all sweepings in accordance with all County, State and Federal requirements. Sweepings are not to be off loaded at temporary storage sites. The County shall be notified which disposal site(s) are used. The Contractor shall be solely responsible for any fees involved in disposal.

2.4 HOURS OF OPERATION:

Standard operating hours for sweeping under this agreement shall be Monday through Thursday, between the hours of ~~7:00~~ 6:00 a.m. and 4:00 p.m., with the following exceptions:

- 2.4.1 Broadway Rd (2 week sweep): 1:30a.m. until complete
- 2.4.2 Area 2-A (2 week sweep): 2:00a.m. until complete
- 2.4.3 McDowell Rd., Alma School Rd to Country Club (2 week sweep): 1:30a.m. until complete
- 2.4.4 Area 2-B (2 week sweep): 2:30a.m. until complete
- 2.4.5 Gilbert Rd, Loop 202 to SR 87 (2 week sweep): 1:30a.m. until complete

2.5 HOLIDAYS:

The following is a list of holidays on which contract service will not be performed:

New Year's Eve  
New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day - July 4th  
Labor Day - First Monday in September  
Columbus Day  
Veteran's Day  
Thanksgiving Holiday-Fourth Thursday and Friday in November  
Christmas Eve  
Christmas Day

When a holiday named herein falls on Saturday or Sunday special scheduling adjustments may be required. During the week of a holiday, the Contractor shall adjust the weekly schedule so as to return to the normal weekly schedule the following week. All such adjustments must be approved

by the County. Holiday sweeping schedules must be submitted to the County representative seven (7) days prior to a holiday. Holiday make up sweeping may not be required.

2.6 WEATHER CONDITIONS:

The Maricopa County Department of Transportation (MCDOT) inspector or authorized representative reserves the right to be the sole judge if the weather is too inclement to sweep. When adverse weather interrupts sweeping, the Contractor shall adjust the work schedule so as to return to the normal weekly schedule the following week. The County reserves the right to direct schedule changes, made necessary due to inclement weather. In the event of a rain day, the Contractor Field Supervisor shall obtain approval from the County representative for the days sweeping.

2.7 CONTRACTOR/COUNTY COMMUNICATIONS:

2.7.1 Local Office

Throughout the period of this contract, the Contractor shall establish and maintain an office/dispatch and an authorized managing agent in the Phoenix Metropolitan area. Contractor's managing agent shall serve as the point of contact for dealing and communications for the Contractor.

2.7.2 County Contract

The overall contract administrator for the County is the Office of Procurement Services. For daily operations, the County's point of contact will be the MCDOT inspector, or authorized representative.

2.7.3 Field Supervisor

The Contractor shall have a Field Supervisor available via telephone and mobile response during all sweeping hours. The vehicle used by the Supervisor shall not be a sweeper.

The Field Supervisor shall be responsible for inspection of streets being swept to identify special requirements and deficiencies. When applicable the Field Supervisor shall make contact with the County's representative for the purpose of exchanging information regarding days sweeping, including production and/or notable discrepancies

The Field Supervisor shall notify Maricopa County Department of Transportation and/or Inspector 72 hours in advance of weekly sweeping schedule. The Field Supervisor shall submit to the inspector a schedule showing areas and/or units complete at the end of each week.

The Field Supervisor shall adjust work hours to coincide with the Maricopa County Department of Transportation operational hours for winter/summer. Refer to Section 2.4.

2.7.4 Complaints and Requests for Service

Contractor's local office shall have 24 hour telephone service and a responsible person in charge Monday through Sunday, to receive all complaints/requests for service forwarded by the employees of the Maricopa County Department of Transportation. All complaints shall be resolved in an expeditious manner within the following 24-hour period.

2.8 CONTRACT COMPLAINTS AND DEFICIENCIES:

2.8.1 Complaints Received by the County:

The County will notify the Contractor by telephone and/or electronically of each contract complaint reported.

Reports of unsatisfactory performance and the area/unit shall be completed in its entirety and inspected, prior to being invoiced.



2.8.2 Complaints Received by Contractor

The Contractor shall electronically submit to the County and/or the inspector/representative all complaints, on a daily basis. The complaint submitted shall include detailed information regarding the discrepancy, time, area and/or locations.

2.9 CONTRACTOR'S EMPLOYEES:

2.9.1 Identification

Contractor's employees shall be required to wear a clean uniform bearing Contractor's name. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification, such as a nametag or identification card.

2.9.2 Drivers License

Employees driving the Contractor's vehicles shall at all times possess and carry a valid Commercial Drivers License issued by the State of Arizona.

2.9.3 Conduct

Contractor's employees and subcontractors shall not identify themselves as being employees of the Maricopa County Department of Transportation. Employees shall conduct themselves in such a manner as to avoid embarrassment to the Maricopa County Department of Transportation, and shall be courteous to the public. If required, the County retains the right to require a particular operator be removed from working on this contract.

2.10 CONTRACTOR'S EQUIPMENT:

2.10.1 Sweeping Equipment - Type, Quantity and Condition

The Contractor shall provide and maintain during the entire period of the contract, a fleet of not less than three (3) dustless type machine sweepers, with a filtering system capable of trapping particles in a ten (10) micron or smaller rated filter.

All vehicles must be maintained in good repair, appearance and sanitary condition at all times. The County reserves the right to inspect the Contractor's vehicles at any time to ascertain said condition. The County representative shall have the right to "shut down" immediately, upon inspection, any vehicle/sweeper deemed unsafe or unsatisfactory during performance of this contract.

The Contractor shall furnish the County with a list identifying all equipment to be used in fulfilling this agreement and notify the County of any additions or deletions. The list shall be submitted electronically/in writing to the county Representative/Inspector.

The Contractor shall utilize a sweeper fleet of 2009 or newer models of latest design and construction and shall not be prototype models, upon implementation of this contract. Any changes in the Contractor's sweeping equipment from the initial equipment must have prior approval of the County.

To meet PM-10 compliance, the sweeper fleet, with the exception of the on-call mechanical broom sweeper, shall meet the requirements of the South Coast Air Quality Management District (SCAQMD) Rule 1186 list of Certified Street Sweepers. Refer to Attachment D. The entire Rule 1186 and 1186 Appendix A can be downloaded from the AQMD website at [www.aqmd.gov/rules](http://www.aqmd.gov/rules).

2.10.2 Equipment Identification

All vehicles and equipment used by the Contractor must be clearly identified with the name of the company, address of local office and phone number of local office on each side of the equipment. Also, the words "Under Contract to the Maricopa County Department of Transportation" must be on all equipment, including personnel transportation vehicles. The letters shall be at least three inches high and of proportionate width.

2.10.3 Equipment Safety Requirements

All equipment must be equipped in accordance with State laws and shall be equipped with amber lens flasher visible for one (1) mile in a 360 degree pattern and six inch diameter hazard lights visible from the rear that operate independently of the brake lights. In addition arrow board (30" x 60") must be on all sweepers and be fully operational.

2.10.4 Minimum Sweeping Width Required

Equipment must be capable of sweeping a minimum eight-foot width as measured with all brooms in the sweeping position. Equipment without this capability is not acceptable.

2.10.5 Automatic Vehicle Location (AVL) –

Contractor shall provide a complete AVL for the purpose of monitoring street sweeping activities.

The AVL system shall be accessible via the internet on a secure website available to authorized County staff, with a login and password.

The AVL system shall include and initiate broadcasting data when brooms are activated or lowered to begin sweeping. Data shall be submitted at a minimum, to include but not be limited to, 30 second intervals to the secured website for monitoring.

In order for MCDOT to monitor the efficiency of the street sweeping operation, the following information shall be provided by the AVL:

2.10.5.1 **SPEED:** The speed of the street sweeper during the street cleaning operation shall be monitored. The AVL shall be able to determine when the street sweeper is performing the cleaning operation and report the vehicle speed. This speed shall be measured in one mile per hour increments. The AVL shall be able to measure speeds accurately from a minimum of 3 miles per hour to a maximum of 25 miles per hour.

2.10.5.2 **TRACKING:** The accuracy of the street sweeper's location shall be to within 50 feet or less of the actual location. The AVL shall show the following but not limited - vacuum on, gutter or center brush down & working, and the location of a single vehicle or all the vehicles. It is preferred that the street sweeper's location be displayed on street map window with user controlled sizing and placement.

2.10.5.3 **MANAGEMENT REPORTS:** As a minimum, daily management reports on all the street sweepers shall be provided by the AVL to include routes cleaned, the time of day the routes were cleaned. In addition, a log type report of each occurrence, location, and the duration of the occurrence that the street sweeper was in excess of 8 miles per hour, while performing the cleaning operation.

2.10.5.4 **RELIABILITY:** The AVL – FMS shall maintain a 95% performance level.

2.10.5.5 **COVERAGE:** The AVL – FMS coverage area shall include all of Maricopa County.

2.10.5.6 FREQUENCY: All monitored functions shall be available upon the request of the MCDOT inspector/representative or his/her designee and the Public Works GIS Division.

2.11 STANDARD OF PERFORMANCE:

2.11.1 Level of Cleanliness

Contractor shall remove all debris from all streets and radius every sweeping cycle. The Contractor shall make as many passes as necessary to accomplish the task. This action will include removal of spills of concrete, rock, gravel, accident debris, etc. Items of excessive size, such as cardboard, palm fronds, large gravel etc. shall be physically picked up and place in the hopper by the operator or other personnel. Contractor shall clean all sidewalks and driveways as needed or as requested by the MCDOT inspector or authorized representative due to spilling, scattering or dropping of debris / refuse during sweeping activity.

2.12 AREAS TO BE CLEANED:

Arterial, Collector, Industrial, Residential and Commercial Streets

The entire length of all curbs (including median curbs and curb returns) uncurbed pavement edges and flush concrete or paved medians shall be swept each time the associated street is swept. The balance of each street shall be swept as needed. In any case, no debris shall be left anywhere on the street pavement after sweeping is completed.

2.13 SWEEPING PRACTICES:

At all times the Contractor shall use good sweeping practices and shall exercise due care so as to prevent spilling, scattering or dropping of refuse throughout sweeping activity and shall immediately clean up such spillage, dropping or scattering. Sweeping practices include, but are not limited to:

2.13.1 Adjust spray nozzles to keep dust, caused by sweeping, to a minimum.

2.13.2 Center dirt reflector and main drag shoes shall be properly maintained and adjusted, or any other device designed to direct debris or dirt into the path of the rear broom.

2.13.3 Sweeping speed shall be adjusted to street conditions with a maximum speed of eight (8) miles per hour. Patterned concrete medians, crosswalks and radius shall be swept at a maximum speed of three (3) miles per hour.

2.13.4 Operate sweepers as close to parked cars or other obstacles as safety allows.

2.13.5 Use common sense and good judgment at all times.

2.13.6 A minimum of three (3) sweepers shall be required. Any deviation must be approved by MCDOT Representative.

2.14 ROUTING AND SWEEPER AVAILABILITY:

2.14.1 The Contractor shall provide the County with route maps, an annual schedule annually and a weekly schedule weekly so to reflect the 2 week, 4 week & 8 week sweep cycles. . The Contractor shall keep such information current at all times. Sequence of sweeping shall be provided to the County no later than ten (10) days prior to the initiation of sweeping operations or changes in operation. The County reserves the right to request routing changes at any time. Contractor shall use and provide the County a weekly spreadsheet to assist in managing the contract sweep schedule.

- 2.14.2 The total number of sweepers required (less standby units) shall be available for work a minimum of four (4) days per week during normal work hours. Each sweeper shall have its own regularly designated operator and scheduled route each day. The Field Supervisor will be required to report any and all sweeper breakdown and repairs to the MCDOT inspector, designee or his/her assigned representative immediately. This information shall also be reported on the daily written report. Contractor or Area Supervisor shall make comments into the remark section of the sweep schedule as to the reason a sweep was not on schedule.
- 2.14.3 The County considers that it is paying for immediate availability of each sweeper, between the hours of 6:00 a.m. and upon completion of routes, on any day a full route is scheduled, unless the County approves suspension of work due to inclement weather.

2.15 CONSTRUCTION RELATED PROBLEMS AND STORM DEBRIS:

Dirt and debris carried onto streets from identifiable construction sites is not considered the responsibility of the Contractor if located within 500 feet of the construction site. However, the Contractor will be responsible for making four (4) separate passes in front of each site at a speed below the contract limit, regardless of the condition. The Contractor shall report construction areas daily to McDot inspector/representative. The Contractor will be required to totally clean all debris carried by traffic to areas beyond 1,000 feet from responsibility. Storm clean up and sweeping must be completed as soon as possible. Night sweeping will be permitted upon McDot request for normal storm clean up, at no additional cost to County.

2.16 HANDLING OF DEFICIENCIES:

Deficiencies must be corrected within 24 hours of receipt of a deficiency notice. Failure of the Contractor to do so will result in a deduction of not less than one (1) centerline mile from the next payment. Failure to correct the deficiency within 24 hours of the notice shall be considered failure to perform. Each area unsatisfactorily cleaned will be considered a separate deficiency unless located with the same continuous mile section on the same street.

2.17 MEASUREMENT FOR PAYMENT:

2.17.1 Regular Service

This service will be measured for payment by the total number of centerline miles swept satisfactorily. The miles shall be calculated to the nearest hundredth of a mile. Intersections shall not be measured in both directions when routes cross.

2.17.2 Additional Service

Emergency call outs will be measured by the actual hours spent sweeping plus the shortest travel time either to or from the work site. Travel time longer than 30 minutes must be justified on the daily report. The hours will be calculated to the nearest one-half hour (30 minutes). Special event sweeping shall be paid for by actual hours of sweeping. Response time for all emergency call outs shall be no longer than one (1) hour after initial contact.

2.17.3 Contingency Bid Items

2.17.3.1 Residential Sweeping - Residential sweeping shall be in accordance with professional street sweeping policies. As referenced in previous "workmanship" areas within these specifications, additional sweeper passes may be required.

2.17.3.2 All coordination for residential sweeping shall be with the Field Supervisor. He shall ensure Daily Operator Reports, are properly completed and forwarded to the County representative weekly.

2.17.3.3 Sweeping hours for residential streets shall be 6:00 a.m. to 4:00 p.m., Monday through Thursday, or as approved schedules deem necessary. Residential streets

may be scheduled every eighth (8) week (a total, estimated, of seven (7) sweeps per year), every 4<sup>th</sup> week (total estimated 13 sweeps per year) and/or every second week (a total, estimated of 26 sweeps per year). Schedules shall be submitted for approval at least 72 hours prior to weekly sweeping operations. Maricopa County Department of Transportation shall furnish specific street mileage lists upon approval for incorporating residential sweeping

2.18 PAYMENT FOR SERVICE:

2.18.1 Regular Service

The Contractor must electronically invoice the County on a weekly basis for the amount of service actually performed. The Contractor invoices shall state the area and units swept and the number of center line miles swept thereon. If there are any deficiencies, which were not corrected, in the specified time, or units not completed due to adverse weather those areas and/or units shall be invoiced on the next billing cycle. Contractor shall not be paid for sweeps that do not meet schedule. Field Supervisor and vehicle cost will be considered incidental to the work.

Invoices must be received by County representative no later than each Tuesday, 11:00 a.m. for the previous weeks sweeping.

2.18.2 Additional Service

The Contractor must invoice the County on a weekly basis for all additional service. The invoice must state the type service (emergency or special sweep).

2.19 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.20 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.21 USAGE REPORT:

The Contractor, upon request, shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.22 INVOICES AND PAYMENTS:

2.22.1 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 (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

2.22.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

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

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

2.23 FUEL COST PRICE ADJUSTMENT:

2.23.1 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.

2.23.2 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.

2.23.3 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 (10<sup>th</sup>) 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.

2.23.4 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).

- 2.23.5 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.
- 2.23.6 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/>
- 2.23.7 The computation of the fuel surcharge amount shall be determined as follows:
  - 2.23.7.1 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.
  - 2.23.7.2 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.
  - 2.23.7.3 The surcharge shall be added as a separate line item to the invoice.

2.24 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.

2.25 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.

2.26 **14 FT Side Cast (Kick Broom) Requirements:**

- 2.26.1 **Sweeper must have minimum of 155 Horse Power**
- 2.26.2 **Sweeper must have a minimum broom width of 13 feet capable of angling a minimum 45 degrees from inside operator's cab.**
- 2.26.3 **Sweeper must have an electronic leveling system on the broom head capable of adjusting broom down pressure at 1/10 of an inch increments.**
- 2.26.4 **Sweeper must be capable of a minimum 25 MPH in high gear.**

2.27 **7 FT Side Cast (Kick Broom) Requirements**

- 2.27.1 **Equipment shall be John Deere Model DT80J or Cummins Model DT80CT or equal.**

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of Three (3) 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 (30) calendar days prior to the expiration of the original contract term.

3.3 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.

3.4 INDEMNIFICATION:

3.4.1 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.

3.4.2 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.

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

3.5 INSURANCE:

3.5.1 **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.**

3.5.2 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.



- 3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.5.4 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.
- 3.5.5 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.
- 3.5.6 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.
- 3.5.7 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 Insureds.
- 3.5.8 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.
- 3.5.9 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.**
- 3.5.10 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.**
- 3.5.11 Workers' Compensation:  
3.5.11.1 **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.**

3.5.11.2 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.

3.5.12 Errors and Omissions Insurance:

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

3.5.13 Certificates of Insurance.

3.5.13.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.5.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.5.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.5.15 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

3.5.16 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

3.6 ORDERING AUTHORITY.

3.6.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by the Office of Procurement Services, or by a Certified Agency Procurement Aid (CAPA).

3.6.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers)

may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.6.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.6.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.7 REQUIREMENTS CONTRACT:

3.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be 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.

3.7.2 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 but only for actual and documentable costs incurred by the Contractor due to and after issuance of 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.

3.7.3 Contractors agree to accept verbal notification of cancellation from the Office of Procurement Services 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.

3.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.9 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.10 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, additionally 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.

**3.11 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.

**3.12 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.

**3.13 ADDITIONS/DELETIONS OF SERVICE:**

3.13.1 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.

3.13.2 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.

**3.14 SUBCONTRACTING:**

3.14.1 The Contractor may not assign a Contract 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.

3.14.2 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.

**3.15 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.

**3.16 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:**

3.16.1 In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any

other persons duly authorized by the Department shall have full access to, and the right to examine copy and make use of, any and all said materials.

3.16.2 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.

3.16.3 **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 claim 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.**

3.17 AUDIT DISALLOWANCES:

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.

3.18 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.19 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.

3.20 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.21 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.21.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.21.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.21.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.21.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.21.1.4 Have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.21.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

3.21.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.22 ALTERNATIVE DISPUTE RESOLUTION:

3.22.1 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:

3.22.1.1 Render a decision;

3.22.1.2 Notify the parties that the exhibits are available for retrieval; and

3.22.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

3.22.2 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.

3.22.3 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.

3.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.23.1 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.

3.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.23.1 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.

~~3.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~3.24.1 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.~~

~~3.24.2 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.~~

3.25 CONTRACTOR LICENSE REQUIREMENT:

3.25.1 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 the Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

3.25.2 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.

3.26 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 ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

3.26.1 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,

3.26.2 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.

3.27 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 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.**

3.28 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.



**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
C & S SWEEPING SERVICES, INC.**

**EXHIBIT B  
C & S Sweeping Service Inc. - Pricing Sheet**

**NORTHERN PARKWAY SARIVAL TO DYSART**

Mainline - Twice per month

Eastbound	Curb Miles
Sarival Avenue to Reems Road	1.66
Reems Road to Litchfield Road	3.36
Litchfield Road to ¼ mile west of Dysart Road	1.50
 Westbound	 Curb Miles
¼ mile west of Dysart Road to Litchfield Road	2.94
Litchfield Road to Reems Road	3.36
Reems Road to Sarival Avenue	1.30

Total 14.12 curb miles x \$31.00 = \$437.72 per sweep \$10,505.28 per year

Ramps - Twice per month

Eastbound	Curb Miles
Sarival Avenue On-Ramp	0.47
Reems Road Off-Ramp	0.33
Reems Road On-Ramp	0.33
Litchfield Road Off-Ramp	0.34
Litchfield Road On-Ramp	0.34
 Westbound	
Litchfield Road Off-Ramp	0.39
Litchfield Road On-Ramp	0.41
Reems Road Off-Ramp	0.35
Reems Road On-Ramp	0.28
Sarival Avenue Off-Ramp	0.40
SR 303L Ramp WS	0.32

Total 3.96 curb miles x \$31.00 = \$122.76 per sweep \$2,946.24 per year

Cross Roads Both North and South - Once per Month

Sarival Avenue	1.00
Reems Road	1.00
Litchfield Road	2.45

Total 4.45 curb miles x \$31.00 = \$137.95 per sweep \$1,655.40 per year

This sweeping operation will require a Truck Mounted Attenuator for safety reasons where the shoulder of the parkway cannot adequately accommodate the sweeper.

\$320.00 Flat Rate – Twice per Month

\$320.00 x 2 = \$640.00 - \$7,680.00 per year

Yearly \$22,786.92 Mainline – Ramps – Cross Roads

Sweeping other than regular sweeping (M-F 6:00 AM – 4:00 PM)  
\$98.00 per hour

Sweeping off-hours and weekends (M-F & Weekends 4:00 PM – 6:00 AM)  
\$104.00 per hour

Emergency Call Out  
\$110.00 per hour

Sweeping of city-owned parking garages, once a year, in November. This is to include City Hall, Bank of America and the Public Safety Building.

**C & S SWEEPING SERVICES INC., P. O. BOX 24479, PHOENIX, AZ 85074**

COMPANY NAME: C & S Sweeping Services, Inc  
 DOING BUSINESS AS (DBA) NAME: \_\_\_\_\_  
 MAILING ADDRESS: P.O. Box 24479 Phoenix AZ, 85074-4479  
 REMIT TO ADDRESS: 716 E. Tonto St. Phoenix, AZ 85034  
 TELEPHONE NUMBER: 602-252-9471  
 FACSIMILE NUMBER: 602-252-9216  
 WEB SITE: www.candssweeping.com  
 REPRESENTATIVE NAME: Samuel Danielson  
 REPRESENTATIVE TELEPHONE NUMBER: 602-291-0400  
 REPRESENTATIVE E-MAIL: phoenixsweeper@aol.com

	<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 type="checkbox"/>	<input checked="" type="checkbox"/>	

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) **7% OF TOTAL BID AMOUNT**

**2% 10 DAYS NET 30 DAYS**

<b>BASE CONTRACT</b>					
<b>Title</b>	<b>Unit Price</b>	<b>Qty</b>	<b>UofM</b>	<b>Total Price</b>	<b>Description</b>
Seven (7) sweeps annually	<b>\$56.66</b> \$53.96	<b>1</b> 6982	each	<b>\$56.66</b> \$376,748.72	Seven (7) sweeps annually as indicated on Exhibit 2 routes, including field supervisor and vehicle (Base Price on seven (7) sweeps of 417 CLM each.) Note: Unit of measure will be per "CLM"
Emergency Call Out	<b>\$62.99</b> \$59.99	<b>1</b> 50	hour	<b>\$62.99</b> \$2,999.50	Emergency Call Out.
<b>ADDITIONAL SWEEPING ITEMS</b>					
<b>Title</b>	<b>Unit Price</b>	<b>Qty</b>	<b>UofM</b>	<b>Total Price</b>	<b>Description</b>
Sweeping other than regular sweeping / Optional Sweeping	<b>\$102.15</b> \$97.29	1	hour	<b>\$102.15</b> \$97.29	Sweeping other than regular sweeping (M-TH, 6:00 AM - 4:00 PM) Please provide your pricing for Optional Sweeping. These optional services will not be considered in the base award as they are only potential estimates of services, strictly used on an as needed basis.

**C & S SWEEPING SERVICES INC., P. O. BOX 24479, PHOENIX, AZ 85074**

Sweeping (off-hours and weekends) / Optional Sweeping	<del>\$109.50</del> \$104.29	1	hour	<del>\$109.50</del> \$104.29	Sweeping other than regular sweeping (M-TH & Weekends, 4:00 PM - 6:00 AM.) Please provide your pricing for Optional Sweeping. These optional services will not be considered in the base award as they are only potential estimates of services, strictly used on an as needed basis.
--	---------------------------------	---	------	---------------------------------	---

\*\*\* EFFECTIVE 3/3/15\*\*\*

Title	Unit	Qty	UofM	Description
7FT Side Cast (Kick Broom)	<del>\$84.00</del> \$88.20	1	Hour	2 Hour Minimum Order
14FT Side Cast (Kick Broom)	<del>\$225.00</del> \$236.25	1	Hour	2 Hour Minimum Order

PRICING SHEET: NIGP CODE 96874

Vendor Number: 2011001754 0

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2015 2018-**

City of Glendale  
October 21, 2014

	Frequency	Unit of Measure	Rate	Annual				
Arterial Roads	1 X Month	CLM	\$115.00	\$142,140.00				
Approx 103 CLM								
Non-Arterial	1 X Quarter	CLM	\$69.00	\$169,740.00				
Approx 615 CLM								
Downtown Glendale	1 X Week	Flat Rate / Sweep	\$428.00	\$22,256.00				
	1 X Month	Flat Rate / Sweep	\$570.00					
	Before Event	Flat Rate / Sweep	\$570.00					
	After Event	Flat Rate / Sweep	\$665.00					
Targeting Sweeping (MAG) 5 Miles	1 X WEEK	CLM	\$92.00	\$23,920.00				
Glendale Landfill	2 X Week	Flat Rate / Sweep	\$118.00	\$12,272.00				
Field Operations	1 X Week	Flat Rate / Sweep	\$237.00	\$12,324.00				
Cardinal Home Games		Flat Rate / Sweep	\$760.00	\$6,080.00	Based on 8 home games			
BofA Parking Garage	1 X Month	Flat Rate / Sweep	\$885.00					
Includes Hand Blowing	1 X Quarter	Flat Rate / Sweep	\$985.00					
	2 X Year	Flat Rate / Sweep	\$1,140.00					
Police Parking Garage	1 X Month	Flat Rate / Sweep	\$780.00					
Includes Hand Blowing	1 X Quarter	Flat Rate / Sweep	\$840.00					
	2 X Year	Flat Rate / Sweep	\$960.00					
City Parking Garage	1 X Month	Flat Rate / Sweep	\$880.00					
Includes Hand Blowing	1 X Quarter	Flat Rate / Sweep	\$960.00					
	2 X Year	Flat Rate / Sweep	\$1,085.00					
	Frequency	Unit of Measure						
Glendale Regional Public Safety Training	On Call	Per Hour	\$95.00					
Parking Lots including Parks, Libraries, Dog Parks, Fire Departments	On Call	Per Hour	\$95.00					
Special Sweeping Monday - Friday 6:00a.m - 5 00p m.		Hourly	\$85.00					
Special Sweeping Monday - Friday 5.00p.m. - 6:00a m. AND Holidays		Hourly	\$95.00					
Emergency Sweeping		Hourly	\$105.00					
Northern Parkway WB/EB Mainline Ramps and Cross Roads		Curb Mile	\$31.00					
Sweeping other than regular sweeping (M-F 6 00 AM - 4 00 PM)		Hourly	\$98.00					
Sweeping off-hours and weekends (M-F 4 00 PM - 6 00 AM)		Hourly	\$104.00					
Emergency Call Out		Hourly	\$110.00					
				\$388,732.00	TOTAL			

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
C & S SWEEPING SERVICES, INC.**

**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

Method of payment is provided in Paragraph 5 of the Agreement. The amount of compensation, including installation of products and services, is provided in the rate sheet and award pursuant to Maricopa County AZ., Street Sweeping Services Contract, Contract No. 12053-S and attached hereto.

**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 \$66,666.66 annually, or \$200,000 for the full term of the agreement.

**DETAILED PROJECT COMPENSATION**

Street sweeping services of the Northern Parkway Sarvial to Dysart Twice per month (Sweeping of Mainline Curb miles) and (Sweeping of Ramps swept Twice per month Curb miles) and Once per month Cross Roads both North and South.



## Legislation Description

---

**File #:** 15-648, **Version:** 1

---

### **AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF EQUIPMENT FROM RDO EQUIPMENT COMPANY**

Staff Contact: Jack Friedline, Director, Public Works

#### **Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with RDO Equipment Company, for the cooperative purchase of two (2) 2016 John Deere 410L backhoes, in an amount not to exceed \$212,806 for the City of Glendale fleet.

#### **Background**

Of the two backhoes requested for purchase, one is a replacement for a 17 year-old machine and the other is a growth backhoe requested by Water Services to meet current needs. The equipment requested for purchase will be paid for by funds in the Vehicle Replacement Fund (VRF). The replacement schedule for this type of equipment is approximately 15 years, but is ultimately based upon a combination of age, lifetime hours, maintenance history and condition.

RDO Equipment Company was awarded their contract by the Houston-Galveston Area Council through a competitive bid process. Cooperative purchasing allows counties, municipalities, schools, colleges and universities 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.

Materials Management has reviewed and approved the utilization of the cooperative purchasing agreement with Houston-Galveston Area Council for the purchase of this equipment outlined herein. Materials Management concurs the cooperative purchases are in the best interest of the city.

#### **Analysis**

The city's agreement with RDO Equipment Company will be effective upon signing of the agreement until May 31, 2017.

#### **Community Benefit/Public Involvement**

Purchase of this equipment ensures the continued delivery of services by the Water Services Department.

**Budget and Financial Impacts**

Funding is available in the fiscal year 2015-16 Vehicle Replacement Fund. Expenditures with RDO Equipment Company are not to exceed \$212,806.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$212,806</b>	<b>1120-13610-551400, Vehicle Replacement Fund</b>

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  
RDO EQUIPMENT COMPANY**

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 RDO Equipment Company, a Delaware company authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On June 1, 2015, under the Cooperative Purchasing Program (HGACBuy), the Houston-Galveston Area Council ("H-GAC) entered into a contract with Contractor to purchase the goods and services described in the Earth Moving & Construction Equipment contract, which is attached hereto as Exhibit A. The Earth Moving & Construction Equipment contract permits its cooperative use by other governmental agencies including the City. The Earth Moving & Construction Equipment contract EM06-15 is hereinafter referred at as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

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

- 1. **Term of Agreement.** The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was June 1, 2015, until the date the contract expires on May 31, 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 extend the contract beyond May 31, 2017 . The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until May 31, 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 C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed two hundred twelve thousand eight hundred six dollars (\$212,806).

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

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

City of Glendale  
c/o Montana Slack  
6210 W. Myrtle Avenue Suite 111  
Glendale, Arizona 85301-1700  
623-930-2621

and

623-930-2621

and

RDO Equipment Company  
c/o Robert Bartholomew  
2649 N. 29<sup>th</sup> Avenue  
Phoenix, Arizona 85009  
602-415-4700/800-29

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

“City”

City of Glendale, an Arizona  
municipal corporation

By: \_\_\_\_\_

Richard A. Bowers  
Acting City Manager

“Contractor”

RDO Equipment Company  
a Delaware company

By:  \_\_\_\_\_

Name: Robert Bartholomew  
Title: Account Manager

ATTEST:

\_\_\_\_\_  
Pamela Hanna (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
RDO EQUIPMENT COMPANY**

**EXHIBIT A**

Earth Moving & Construction Equipment Contract EM06-15



**COOPERATIVE PURCHASING PROGRAM**  
Houston-Galveston Area Council of Governments  
3555 Timmons, Suite 120, Houston, TX 77027  
Phone: 800-926-0234 Fax: 713-993-4548  
[www.hgacbuy.org](http://www.hgacbuy.org)

INVITATION TO SUBMIT COMPETITIVE:	<input checked="" type="checkbox"/> <b>BIDS</b>	<input type="checkbox"/> <b>PROPOSALS</b>
INVITATION NO.: <b>EM06-15</b>	ISSUE DATE: <b>January 8, 2015</b>	
CATEGORY: <b>EARTH MOVING &amp; CONSTRUCTION EQUIPMENT</b>		

**PURPOSE OF THIS INVITATION**

The Cooperative Purchasing Program (HGACBuy) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 5,400 member local governments, districts, agencies in 44 states across the nation.

Responses must be submitted in an original and one (1) copy, and shall be subject to the terms, conditions, requirements and specifications detailed in the documents comprising this Invitation. Responses are scheduled to be opened publicly at H-GAC offices on the date indicated. For Bid Invitations, responses will be available for public review until 4:00 p.m. CT that day, and on subsequent days by appointment only. Any Responses submitted later than 1:00 p.m. on the due date will be returned unopened to the bidder/proposer.

**PROCUREMENT SCHEDULE & DETAILS**

<b>DRAFT SPECIFICATION / INVITATION:</b>	November 6, 2014
<b>PRE-BID/PROPOSAL CONFERENCE:</b>	December 4, 2014 @ 9:00a.m. CT; Conference Room B 2nd Floor
<b>FINAL SPECIFICATION / INVITATION:</b>	January 8, 2015
<b>BID/PROPOSAL RESPONSES DUE:</b>	February 12, 2015 @ 1:00 p.m. CT; H-GAC Clock
<b>PUBLIC RESPONSE OPENING:</b>	February 12, 2015 @ 2:00 p.m. CT; Conference Room C 2nd Floor
<b>RECOMMENDATIONS TO BOARD:</b>	April 21, 2015
<b>CONTRACT START DATE &amp; TERM:</b>	June 1, 2015 through May 31, 2017
The documents comprising this Invitation are available via web download at: <a href="https://www.hgacbuy.org/bids/">https://www.hgacbuy.org/bids/</a>	
For assistance regarding this Invitation, please contact: Name: <b>Beverly Levy</b> Phone: <b>832-681-2592</b> E-mail: <a href="mailto:beverly.levy@h-gac.com">beverly.levy@h-gac.com</a>	

**CONTENTS OF THIS INVITATION**

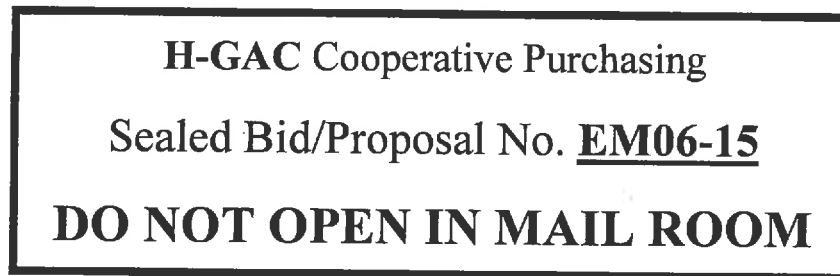
- SECTION A** - General Terms & Conditions
- SECTION B** - Product/Service Specific Requirements & Specifications (Final)
- SECTION C** - HGACBuy *FORMS* (Final)
- SECTION D** - Pro-Forma (Sample) Contract

**This procurement conforms to government requirements for Competitive Procurement.**

## LABELING OF SEALED RESPONSE PACKAGE

### IMPORTANT:

You must affix an identifying label to the outside of your Sealed Response Package to ensure proper identification and log-in at HGACBuy offices on receipt. HGACBuy is not responsible for any response that might be lost or misdirected due to improper or unclear labeling. Your label should look as follows and should be affixed conspicuously to the package.



**Responses by E-mail or FAX will not be acceptable. Hard copies, as described herein, plus appropriate electronic media are required.**

## NOTICE REGARDING NATIONWIDE SALES POTENTIAL

HGACBuy is conducting this procurement with the objective of establishing one or more blanket type contracts for use by our Members. Because our Members are located not only in Texas, but throughout the country, we strongly urge you to participate in the process at the corporate level. If you do not sell direct, your dealer network may still service customers while you handle the administrative functions of providing quotes, accepting purchase orders, and collecting payments. If this is not feasible, we will work with you to subsequently assign your contract to your dealers as necessary to service customers.

Whatever approach you choose to take, there is considerable potential sales value because HGACBuy is being used not only in the State of Texas, but **NATIONWIDE**. This means that HGACBuy contractors will have a special advantage available to them in promoting sales to government agencies throughout the country... the ability to sell products without the need for the buyer to duplicate the competitive bidding process and expend the associated staff time and taxpayer dollars. We believe an HGACBuy contract would enhance your competitive position in the government marketplace, and are eager to work with you to promote the best interests of our participating local governments and qualifying non-profit organizations.

We look forward to your participation in our process. Please contact the HGACBuy staff member listed on the cover of this Invitation for additional information.

INVITATION No. EM06-15

DESCRIPTION: EARTH MOVING & CONSTRUCTION EQUIPMENT

**TABLE OF CONTENTS**

1.	INTRODUCTION .....	2
2.	DEFINITIONS, ABBREVIATIONS & ACRONYMS .....	2
3.	NON-BINDING ORAL COMMENTS .....	4
4.	STRUCTURE OF RESPONSE .....	4
5.	BASIC REQUIREMENTS & CONDITIONS .....	4
6.	OFFEROR'S AUTHORIZED SIGNATORY .....	5
7.	SURETY FOR INSURANCE .....	5
8.	CONFIDENTIAL / PROPRIETARY MATERIALS .....	6
9.	REFERENCES .....	6
10.	INSURANCE .....	6
11.	OFFEROR CERTIFICATIONS .....	6
12.	HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION .....	7
13.	NON-RESIDENT RECIPROCAL SALES ACT .....	7
14.	TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING .....	8
15.	INTENT AND SCOPE OF SPECIFICATIONS .....	8
16.	REQUIREMENTS APPLICABLE TO PHYSICAL GOODS .....	8
17.	PRODUCT CODES .....	8
18.	SPECIFIC DESCRIPTIVE REFERENCES .....	9
19.	MANUALS .....	9
20.	STANDARD FEATURES & OPTIONS .....	9
21.	WARRANTIES, SALES & SERVICE .....	10
22.	H-GAC ORDER PROCESSING CHARGE .....	10
23.	PRE-PAYMENTS AND DISCOUNTS .....	10
24.	INSPECTION / TESTING .....	11
25.	PRODUCT DELIVERY .....	11
26.	OFFERED PRODUCT ITEM VARIANCES .....	11
27.	REQUIREMENTS FOR SUBMISSION OF A RESPONSE .....	11
28.	CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS .....	13
29.	INCONSISTENT INFORMATION .....	13
30.	REJECTION OF RESPONSES .....	13
31.	WITHDRAWAL OR MODIFICATION OF RESPONSES .....	13
32.	RESPONSE EVALUATION .....	14
33.	ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD .....	14
34.	AWARD OF CONTRACT .....	14
35.	PRO-FORMA CONTRACT .....	14
36.	CONTRACT TERM .....	14
37.	PERFORMANCE & PAYMENT BOND .....	14

38.	CHANGE ORDERS.....	15
39.	DUPLICATION OF TERMS OR STATEMENTS.....	15
40.	PUBLICITY .....	15
41.	TAXES .....	15
42.	DRUG FREE WORKPLACE .....	15
43.	PRODUCT NOTICES & MAILINGS .....	15
44.	HANDLING OF ORDERS & PAYMENTS.....	15
45.	PRICE CHANGES .....	16
46.	CONTRACT ITEM CHANGES .....	17
47.	FORCE MAJEURE.....	17
48.	PERFORMANCE UNDER CONTRACT .....	17
49.	IMPLEMENTATION OF INTERNET BASED E-COMMERCE .....	18
50.	CONTRACTOR ORIENTATION/TRAINING.....	18
51.	LEGAL & CONTRACTUAL REMEDIES .....	18
52.	NATIONWIDE SALES OPPORTUNITIES.....	19

---

## 1. INTRODUCTION

The Houston-Galveston Area Council (**H-GAC**) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments, Districts, Authorities, and qualifying Not-for-Profit Corporations (**End Users**). End Users become **Members** of the **H-GAC** Cooperative Purchasing Program (**HGACBuy**) by executing an Interlocal Contract, which is free of cost and evergreen unless cancelled. **HGACBuy**, acting on behalf of **Members**, is soliciting competitive offerings for the furnishing of products and/or services, as described elsewhere, which **MAY** be purchased by **Members** during the contract term. **Members** using the Program issue purchase orders directly to **HGACBuy** contractors.

---

## 2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

### Definitions and Abbreviations:

**Acceptance.** Acceptance takes place when the **End User** agrees with the **Contractor** that the terms and conditions of the contract have been met and verified. Acceptance is not the same as Receipt, and can only occur after intact shipping, inspection by **End User**, and any onsite testing that has been stipulated as part of the order

**Aggregate/Single Occurrence.** The term "*aggregate*" in insurance terms is the sum of all claims against a specific policy for a specific loss incident. The term "*single occurrence*" differentiates between multiple claims and single claims against a specific policy. The inherent value of a policy's aggregate value is less important to an **End User** than is the value of a single claim as stated under "*single occurrence*."

**Approved.** Acceptable to the "authority having jurisdiction."

**ARO.** "After Receipt of Order". Used in conjunction with a defined time period (usually days or weeks) to establish the delivery or lead time pursuant to any individual purchase transaction. In the case of orders for bodies which will be mounted on a customer furnished cab/chassis, the term ARO shall be construed to mean "After Receipt Of Cab/Chassis".

**Authority Having Jurisdiction.** The authority shall be either **H-GAC** or the relevant **End User** based on the requirements as stated in each specification item. Unless specifically stated, the authority shall be **H-GAC**.

**Bidder.** Any entity that submits a competitive bid to this Invitation. (See also "**Offeror**")

**Change Order.** Request by an **End User** for a change in the composition of an already submitted purchase order, for example to change quantity ordered, add or delete items, etc.

**Contract.** Specifically, a contract between **H-GAC** and a successful **Offeror** which is executed based on an award made pursuant this Invitation.



**Contract Pricing Worksheet.** The standard H-GAC form to be used by Contractor in preparing a quotation to an End User, upon which End User's purchase order will be based. Contractor may use another quotation form provided it contains required information, and only if approved by H-GAC.

**Contractor.** The contracted business entity responsible for fulfilling a contract executed pursuant to this Invitation.

**Dealer/Distributor.** A duly authorized and/or franchised business entity which sells and services a manufacturer's product in a specified marketing area.

**Defect.** A discontinuity in a part or a failure to function that interferes with the service or reliability for which the part was intended.

**Electronic Media.** As used herein, means computer based media such as 100mb Zip Disk, CDROM, e-mail, e-mail attachment, file downloaded from the web, etc.

**End User.** (See "Participant" and "Member")

**Listed.** Equipment or materials included in a list published by an organization, acceptable to the "Authority Having Jurisdiction" and concerned with product evaluation, that conducts periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or materials meet appropriate standards or has been tested and found suitable for use in a specified manner. NOTE: The means for identifying listed equipment may vary for each organization concerned with product evaluation, some of which do not recognize equipment as listed unless it is also labeled. The "authority having jurisdiction" should utilize the system employed by the listing organization to identify a listed product.

**Manufacturer.** The person or persons, company firm, corporation, partnership, or other organization responsible for taking raw materials or components and making a finished product.

**May.** A term indicating a permissive use or an acceptable alternative to a specified requirement.

**Member.** An authorized Participant in the Program. (See "Participant" and "End User")

**Motor Vehicle.** The meaning of this term shall be based on the legal definition ascribed to it by the laws and/or regulations of the state in which any specific sale made pursuant to a Contract takes place.

**Must.** A term indicating a mandatory requirement.

**Offer or Offering.** Any product or service offered in reply to this Invitation.

**Offeror.** Any entity that submits a competitive bid or proposal in response to this Invitation. Bidder or Proposer.

**Participant.** Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Contract for cooperative purchasing services with H-GAC.

**Product Liability Insurance.** Failure of Components and/or assembled equipment resulting in personal injury, disability or death and/or property damage is covered under the product liability insurance provisions.

**Product or Product Item.** Any of the specific goods, materials, equipment or service(s) specified in this Invitation. This term encompasses the base line item itself, and any and all accessories, options, modifications, ancillary services, assembly, testing, etc. that may be included in the delivered Product.

**Proposer.** Any entity that submits a competitive proposal in response to this Invitation. (See also "Offeror")

**Purchaser.** The End User having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See also "End User")

**Purchasing Authority.** The agency that has sole responsibility and authority for negotiating, placing and, if necessary, modifying any solicitation, purchase order, or other award issued by a governing body [H-GAC].

**Quotation.** See "Contract Pricing Worksheet".

**Receipt.** Receipt takes place when a Product or Service is delivered to an End User and a document is executed that establishes that the Product is now in the possession of the End User or that the Service has been completed. Receipt DOES NOT connote or imply Acceptance.

**Response.** All or part of any offering submitted in response to this Invitation.

**Shall.** A term indicating a mandatory requirement or action.

**Should.** A term indicating a recommended or advised response to a specified requirement.

**Vendor.** A manufacturer's representative or dealer authorized to make sales and supply parts and service.

**Acronyms:**

ANSI = American National Standards Institute

ASTM = American Society for Testing and Materials

ASME = American Society of Mechanical Engineers

CFR = U.S. Code of Federal Regulations

DOJ = U.S. Department Of Justice

DOT = U.S. Department Of Transportation

EPA = U.S. Environmental Protection Agency  
FAA = Federal Aviation Administration  
FMVSS = U.S. Federal Motor Vehicle Safety Standards  
H-GAC = Houston-Galveston Area Council of Governments  
IEEE = Institute of Electrical and Electronics Engineers  
MVD = Motor Vehicle Division of Texas Department of Transportation  
NFPA = National Fire Protection Association  
NHTSA = National Highway Traffic Safety Administration  
NIOSH = National Institute For Occupational Safety And Health  
NIST = National Institute of Standards and Technology  
NTEA = National Truck Equipment Association  
OSHA = U.S. Occupational Safety and Health Administration  
RRC = Railroad Commission of Texas  
SAE = Society of Automotive Engineers  
TBPC = Texas Building and Procurement Commission (formerly GSC)  
TxDOT = Texas Department Of Transportation  
UL = Underwriter's Laboratories Inc.  
VTCS = Vernon's Texas Civil Statutes

---

### 3. NON-BINDING ORAL COMMENTS

No oral comment, utterance or response made by any employee, member, or agent of H-GAC or any Member of the Cooperative Purchasing Program shall be considered factual or binding with regard to this Invitation, or any contract awarded as a result of this Invitation. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall ONLY be communicated written form.

---

### 4. STRUCTURE OF RESPONSE

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or may be limited by law to selling thru independent dealerships, etc. H-GAC's objective is to ensure that **End Users**, no matter where located, can buy contracted products/services and receive quality and timely service and support, while at the same time allowing for the most appropriate and effective response to this Invitation. Therefore, responses to this Invitation will be accepted in conformance with the following scenarios and requirements:

#### **A. Single Respondent Acting Alone Or As "Lead" For A Group:**

**Offeror** shall complete and sign a **Form A** and, if contracted, shall be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers who actually deliver the products or services.

#### **B. Multiple Respondents Acting Jointly:**

A single Response shall be submitted, and each party to the Response shall complete and sign a separate **Form A** to be included in the single Response. If the Response is successful each party shall sign a separate contract with H-GAC and shall be responsible for compliance with all terms and conditions. Only those which have executed a written contract with H-GAC may process purchase orders and payments.

**In any event, Offeror may be a party to one, and only one, response.**

---

### 5. BASIC REQUIREMENTS & CONDITIONS

- a. The final requirements and specifications contained herein may be different, perhaps materially, from those in the "Invitation To Attend Pre-Bid / Pre-Proposal Conference", if any. It is **Offeror's** sole responsibility to thoroughly examine and review all documentation associated with this Invitation, including any Addendums, and to insure that any response submitted complies in every respect with all requirements.
- b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from H-GAC. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.
- c. **Offeror** shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.

- d. **H-GAC** shall not be liable for **Offeror's** incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of **H-GAC**, and shall be considered to be in the public domain.
- e. **Offeror** shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this Invitation. No plea of ignorance by **Offeror** stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying **H-GAC's** requirements, or **Offeror's/Contractor's** obligations or entitlements.
- f. Requests for changes to the requirements or specifications herein must be in writing (e-mail, fax, letter) and must be received by **H-GAC** no later than fifteen (15) calendar days prior to the Response Due Date. **H-GAC** will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to addressees of record. In any event, it is **Offeror's** sole responsibility to insure that any and all Addendums which may have been issued have been received and addressed.
- g. By submission of a response, **Offeror** expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this Invitation.
- h. **Offeror** is advised that all **H-GAC** contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.
- i. **Offeror/Contractor** must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having jurisdiction. It is **Offeror/Contractor's** responsibility to insure that this requirement is met, and to supply to **H-GAC** upon request, copies of any license, permit or other documentation bearing on such compliance.
- j. Unless otherwise established elsewhere in this Invitation, NO minimum purchase quantities or spending levels are provided or guaranteed by **H-GAC** or any **End User**.
- k. This Invitation is not meant to restrict competition, but rather is intended to allow for a wide range of responses.
- l. Responses which are 'qualified' with conditional clauses or alterations of or exceptions to any of the terms and conditions in this Invitation may be deemed non-compliant at **H-GAC's** sole discretion.
- m. The term '**Offeror**', or derivative thereof, shall become synonymous with '**Contractor**' for any successful **Offeror** recommended for a contract pursuant to this Invitation.
- n. **H-GAC** reserves the right to:
- Reject any and all offers received in response to this Invitation.
  - Reject any part of an offer received in response to this Invitation.
  - Determine the correct price and/or terminology in the event of any discrepancies in any response.
  - Accept a response from, and enter into agreement with, other than the lowest price **Offeror**.
  - Accept responses and award contracts to as many or as few **Offerors** as **H-GAC** may select.
  - Amend, waive, modify, or withdraw (in part or in whole) this Invitation, or any requirements herein.
  - Hold discussions with **Offerors**, although award may be made without discussion.
  - Request an **Offeror** to give a presentation of the Response at a time and place scheduled by **H-GAC**.
  - Exercise any of these rights at any time without liability to any **Offeror**.
- o. **H-GAC** reserves the right to determine that conditions exist which prevent the public opening of responses on the date and at the time advertised, and to reschedule the public opening for a future date and time. Responses received by **H-GAC** by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

---

## 6. OFFEROR'S AUTHORIZED SIGNATORY

The signatory shall be authorized to sign and contractually bind **Offeror**, and shall sign any and all Response documentation requiring a signature.

---

## 7. SURETY FOR INSURANCE

**Contractor** shall be responsible for using a surety company properly licensed by any and all states in which **Contractor** will do business with Participants. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policy holders, provided any risk or portion of any risk shall have been reinsured, and such reinsurance shall be deducted in determining the limitation of risk applicable to **H-GAC's** insurance requirements.

---

## 8. CONFIDENTIAL / PROPRIETARY MATERIALS

All documentation submitted as part of **Offeror's** response to this Invitation will be considered to be in the public domain and may be made available to Members and others, after contract award, upon properly submitted request. If **Offeror** submits documents marked "confidential" or "proprietary", the Response may be deemed non-compliant.

---

## 9. REFERENCES

- a. **Offeror** shall list the names of at least five government agencies within the continental United States which have purchased from **Offeror** products or services similar to those covered by this Invitation, within the last two years. **H-GAC** reserves the right to determine if such products or services are appropriately similar.
- b. **Offeror** may provide reference information in whatever format desired, but each should include the following specific information:
  - Agency name
  - Contact person name
  - Address
  - Phone & Fax numbers
  - Description of product(s) or service(s) and date sold
- c. Other information, including criticism however learned, may be used by **H-GAC** in evaluation of responses.

---

## 10. INSURANCE

- a. Unless otherwise stipulated in Section B, **Offeror/Contractor** must have the following insurance and coverage minimums:

**General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.

**Product liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.

**Property Damage or Destruction** insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.
- b. Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Offeror/Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Offeror/Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

---

## 11. OFFEROR CERTIFICATIONS

**Offeror**, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

### Non-Collusive Response

- a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other **Offeror** or potential competitor.

- b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by **Offeror** and will not be knowingly disclosed by **Offeror** prior to the public response opening, either directly or indirectly, to any other **Offeror** or competitor.
- c. No attempt has been made or will be made by **Offeror** to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

**Non-Biased Specifications**

This Invitation contains no requirements considered to be unduly biased in favor of **Offeror** or any other **Offerors** that may be competing for this procurement.

**No Financial Interest or Other Conflict**

- a. No **H-GAC** officer, employee, Board of Directors member or member of any **H-GAC** board or commission, nor family member of any such person, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **H-GAC**.
- b. No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any officer, employee, Board of Directors member, or member of any **H-GAC** board or commission, nor to any family member of any such person.

**Debarment and Suspension Status**

- a. **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- b. **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgement rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public 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 statement, or receiving stolen property.
- c. **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- d. Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

**Insurance Coverages**

**Offeror** has and will maintain insurance coverage in accordance with the requirements of this Invitation.

**Licensing & Permits**

**Offeror(s)** has (have) all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

---

**12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION**

- a. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], **H-GAC** requires all **Offerors** to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the Products or Services offered in the response. Local governments often require this information for their own reporting requirements prior to placing orders through the **H-GAC** Cooperative Purchasing Program.
- b. **Offeror** must complete **Form B** and include subcontracts with HUB's that provide any materials or services related to sales that may be made thru **H-GAC's** Cooperative Purchasing Program.

---

**13. NON-RESIDENT RECIPROCAL SALES ACT**

As required by Texas Civil Statutes in the award of contracts, an offeror which is not a Texas resident business must determine if its state of residence prohibits award of government contracts to Texas resident offerors without penalty. If **Offeror's** resident state DOES penalize Texas offerors, **Offeror** must provide this information along with a copy of its applicable resident state's statute in the Response.

---

#### 14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

Sales of motor vehicles in the State of Texas are subject to the Texas Motor Vehicle Commission Code. If this Invitation includes any motor vehicle to be sold in the State of Texas, **Offeror** certifies by submission of a response hereto that all required Texas Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses **have been submitted with the Response**. Further, it shall be **Contractor's** responsibility to keep current all required Texas Motor Vehicle Commission licensing during the term of the contract, and to furnish license copies at any time on request by **H-GAC**. If **Contractor** does not maintain current licensing, **H-GAC** reserves the right to immediately terminate the contract.

**NOTE:** In accordance with the Texas Motor Vehicle Commission Code, contracts for motor vehicles to be sold within the state of Texas may be made **ONLY** with properly licensed Texas Motor Vehicle Dealers. Therefore, to be considered for a contract covering Texas End Users, the Response must include a **Form A** from a licensed Texas Motor Vehicle Dealer

---

#### 15. INTENT AND SCOPE OF SPECIFICATIONS

- a. The intent of the specifications herein is to provide **Offeror** with sufficient information concerning the Products/Services to be contracted such that **Offeror** can prepare and submit an acceptable Response.
- b. The specifications may be detailed or general in nature with regard to any particular Product/Service. Where not otherwise specified, details of construction, materials, or the way in which services will be provided, are left to the discretion of the **Offeror**, provided only that any offering shall conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace.
- c. Responses shall be considered only from **Offerors** that have established good reputations in their markets, and who furnish satisfactory evidence of ability to supply the Products/Services specified herein.
- d. **Offeror** shall show proof of ability to provide to **End Users** prompt and competent service, including parts if applicable, for all Products/Services covered by this Invitation, by proper completion of a Service Organization Document as described elsewhere herein.

---

#### 16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must, unless otherwise stipulated in Section B:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype insofar as the general design, operation and performance. This requirement is NOT meant to preclude **Offeror** from offering new models or configurations which incorporate improvements in a current design or add functionality, but which in such new model or configuration may be new to the marketplace.
- c. Include any and all accessories which may or may not be specifically mentioned herein, but which are normally furnished or which are necessary to make a delivered Product ready for its intended use. Such accessories shall be assembled, installed and adjusted such that the Product is ready for continuous operation at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a particular Product as may be purchased simultaneously by any individual **End User**.
  - a. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
  - b. Be available for inspection at any time prior to or after procurement.

---

#### 17. PRODUCT CODES

Unless otherwise addressed in Section B of this Invitation, the following requirements shall apply:

- a. Each Product/Service offered shall be uniquely identified using an **H-GAC** Product Code, which shall be determined as described in Section B of this Invitation. **Offeror** shall offer **ONLY ONE** Product for any particular Product Code. For example, **Offeror** may wish to submit a bid for Product Code ABC and may have another offering that also meets the requirements for ABC. **Offeror** **MAY NOT** submit two offerings for ABC. The alternate offering that also meets the requirements for ABC must be offered as an option "upgrade/downgrade" to ABC on **Form E**.
- b. Pricing for optional upgrades or downgrades to base bid items should be quoted as an "adder" or "deduct" amount as appropriate, to be applied to the offered price of the base Product Item listed on **Form D**.
- c. Base bid items and their associated HGACBuy Product Codes are included in the Section B and/or on **Form D**.

- d. Selection of Product Codes for which to submit an offer is at **Offeror's** sole discretion.

---

## 18. SPECIFIC DESCRIPTIVE REFERENCES

Except for Base Product Items listed on Form D, any reference to a specific catalog, data sheet, form, brochure, model name or number, etc. used herein to describe an item such as an option or accessory is only descriptive and is not to be considered restrictive unless otherwise noted. Such references are normally used only to indicate a type, general description, level of quality and/or required performance standards.

---

## 19. MANUALS

Unless otherwise specified or superceded herein, each Product delivered under an **H-GAC** contract, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder. If more detailed and technically orientated parts and maintenance manuals are available for a Product or option, at a cost, they shall be offered as options on the *FORM* designated herein for such options, or elsewhere in the Response as may be directed herein.

---

## 20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

### Standard Features

- a. The stated minimum requirements for all Products listed herein include what **H-GAC** considers to be "standard" features. Even though such features might normally be offered as options rather than as standard, they are nonetheless considered to be standard in this Invitation, and must be included in the base price for any Product offered. Such features **SHOULD NOT be offered as options except as deducts for their omission from the base Product.**
- b. If it is unclear in the Response that an **H-GAC** standard feature is included in the base price, it will be assumed that such is the case. If awarded a contract **Offeror** will be expected to sell the Product with all **H-GAC** specified standard features included in the base price.
- c. Any feature or accessory normally offered by manufacturer as "standard" shall be considered a standard feature and shall be included in the base price of any offering, even though not specifically listed as a requirement in **H-GAC's** specifications. Such features **SHOULD NOT be offered as options except as deducts for their omission from the base Product.**

### Options - General

- a. Options are considered to be any features or accessories, other than **H-GAC's** and Manufacturer's "standard" features or accessories.
- b. Options should be offered on the *FORMS* designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, **Offeror** should create one.
- c. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in **Offeror's** response.

### Required Options

- a. Product specifications in this Invitation may include **H-GAC** "Required Options". If so, **Offeror** must quote a price for ALL such options, and, if there is an **H-GAC** Option Code provided in this Invitation for such options, it MUST be used as part of the description.
- b. For any specific "Required Option", **Offeror** may quote an equivalent so long as its design and performance are as good as, or better than, the specified option item. Responses which do not include pricing for Required Options may be considered non-compliant.

### Other Options

- a. "Suggested" or "Other" options may be listed for any particular Product in this Invitation, and **Offeror** is encouraged to quote pricing for such options. The extent of offered options in any response may be taken into consideration as part of the award criteria, at **H-GAC's** sole discretion.

- b. **Offeror** is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

### **Published & Unpublished Options**

- a. H-GAC Cooperative Purchasing Program (Program) contracts are awarded through a public competitive bid or proposal (RFP) process. Further to that process, Program policy considers an 'option' listed and priced in a bid or RFP Response: (1) To be a "**Published Option**"; (2) To be part of any awarded contract; and (3) To be available for purchase by Program members separately and independently from associated base line items. However, since Published Options may have not been subjected to the same scrutiny as the associated base line items, it cannot be concluded they were directly competed. Therefore, pursuant to Local Government Code 252.021(a), purchase of a published option costing more than \$50,000 shall not be allowed. Furthermore, **H-GAC** reserves the right at its sole discretion to disallow purchase of any Published Option through the Program if deemed contrary to the intent of the law.
- b. Any option that has not been listed and priced in the Response is considered to be an "**Unpublished Option**". Unpublished Options may be sold, but only in connection with the sale of a base Product Item, and only insofar as the total cost of all Unpublished Options remains below twenty five percent (25%) of the total summed cost of the base Product(s) plus any Published Options.
- c. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another contractor.

---

## **21. WARRANTIES, SALES & SERVICE**

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Offeror must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the bid invitation or under any **H-GAC** contract.
- b. **Offeror** shall provide detailed Parts and Labor Warranty information with the Response. If **Offeror** submits a warranty with the Response which does not meet the minimum requirements herein, **Offeror** agrees by submission of a Response that such warranty shall be considered to be amended to meet those minimums.
- c. Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.
- d. Any warranties offered by a dealer shall be in addition to the manufacturer's standard warranty, and shall not be a substitute for such. **Offeror's** base price for any Product shall be inclusive of the standard warranty.
- e. Complete warranty information will be supplied to **End User** with each Product sold.
- a. Warranties need not apply to normal maintenance service or adjustments, or to any product reasonably shown to have been repaired or altered in any way so as to affect its stability, or to any product which has been subject to misuse, negligence, or accident.
- f. **Offeror/Contractor** is encouraged to offer extended warranties as an option.
- g. Neither **H-GAC** nor **End User** assume any warranty or liability on **Contractor's** behalf unless made or assumed in writing, initiated by **Contractor**, and agreed to in writing by **H-GAC** or the **End User** respectively.
- h. **Contractor** shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty claims. **Contractor** agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

---

## **22. H-GAC ORDER PROCESSING CHARGE**

**H-GAC** will levy an Order Processing Charge on **Contractor** for each sale done thru the **H-GAC** contract, with the exception of orders for motor vehicles. Any bid pricing submitted will be considered to include the Charge. The amount of the applicable charge shall be per the most current **H-GAC** schedule. For motor vehicle orders, the Processing Charge shall be levied on and paid by the **End User**.

---

## **23. PRE-PAYMENTS AND DISCOUNTS**

- a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained, but shall not be a determining factor in awarding contracts except in the case of tie offerings.
- b. Quantity discounts applicable to similar Products sold to one or more **End User** Departments may be offered. Determination as to product similarity shall rest solely with **Contractor**.
- c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.



---

## 24. INSPECTION / TESTING

All Products sold pursuant to this Invitation shall be subject to inspection/testing by or at the direction of **H-GAC** and/or the ordering **End User**, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Invitation, and unless otherwise agreed in advance, the cost of any inspection and/or testing, shall be borne by the **Contractor**.

---

## 25. PRODUCT DELIVERY

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to **End User** at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by **End User** unless otherwise agreed to by **Contractor**. If **Contractor** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If **End User** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".
- b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on **Form E**. Any freight, shipping or delivery charged to **End User** will be prepaid and added to the invoice, and will be clearly shown on any Contract Pricing Worksheet or other quote presented to the **End User**.
- c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with **End User** at time of order placement, and must be stated clearly on the Contract Pricing Worksheet.
- d. **Contractor** shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.
- e. **Contractor** shall advise **End User** prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with **End User's** requirements, providing only that such arrangements do not contravene any requirement of the **H-GAC** contract unless agreed to by **Contractor**.
- f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of **Contractor**. Upon request by **End User** or **H-GAC**, **Contractor** shall provide any documentation or certification related to such tests, certifications or licensing.

---

## 26. OFFERED PRODUCT ITEM VARIANCES

Any variance in the specifications or performance of Products offered pursuant to this Invitation shall be acceptable to **H-GAC** only insofar as it **MEETS** or **EXCEEDS** the specifications and requirements of this Invitation.

---

## 27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Responses shall be submitted in two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this Invitation No., **Offeror** Name, and either "Original" or "Copy", as applicable. The Original printed response will be considered to be the binding Response in case of any conflicts between printed copies and electronic copies. Except for required forms, **H-GAC** Invitation documents should not be included in the Response.
- b. The Original and the Copy shall be submitted complete, except that the Electronic Media should be submitted only with the Copy.
- c. All required **H-GAC FORMS** and documents shall be properly completed, without exception or Offeror's Response may be deemed non-compliant. **Offeror** may not modify the format of any **H-GAC FORM** in any way. **Offeror** may photocopy or print blank **FORMS** as needed. Information submitted on the printed copies of the **FORMS** may not be handwritten except for signatures and initials. It is **Offeror's** responsibility to insure that printed **FORMS** are clear and legible. Handwritten and illegible entries may be rejected. **Offeror's** printed, stamped or typed name shall appear on every **FORM** submitted in the Response.
- d. The entire response submission shall also be submitted on electronic media, including all required **H-GAC FORMS**. **Offeror** is strongly advised to make and work with copies of the original electronic **FORMS**. The originals can then be used to make additional electronic or printed copies of the blank **FORMS**. Signatures are not required on the electronic **FORMS**.
- e. The Response shall include ample written evidence, in the form of technical specifications, cut/tear sheets, brochures, pictures, drawings, etc., to demonstrate that all specifications herein have been met and/or exceeded.

- f. The Response shall include, in any format desired, an overview of the **Service Organization** which will support Products sold under any **H-GAC** contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:
- The procedure to be used by an **End User** requiring repairs.
  - Typical turn-around time on repairs.
  - Service Department days and hours of operation.
  - Number of qualified / factory trained service personnel normally on hand.
  - Description of the parts inventory on hand.
  - Training services, facilities and personnel available.
- g. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):
- Name and address of **Offeror**.
  - Date and hour of public response opening.
  - Bid/Proposal Invitation number.
  - The statement: "**SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM**".
- H-GAC** shall not be responsible for any Response not properly labeled.
- h. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.
- i. Samples, when required, shall be submitted within the time specified and at no expense to **H-GAC**. If not destroyed or consumed during testing, samples will be returned upon request at **Offeror's** expense.
- j. **Offeror** shall provide firm contract pricing for all Products and Options being offered.
- k. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with **H-GAC**.
- l. Due to the complexity of responses and to aid in evaluation, the Response should contain **ALL** required information in tabbed sections as detailed below. Omission of any required FORM or information will be sufficient grounds for H-GAC to consider your response to be non-compliant. NOTE – Items in the Fourth Section should be supplied ONLY in the Original.

**First Section:**

- **Form(s) A – Offeror Identification & Signatory:** Identifies the offering party(ies), and should be completed by each party to the Response. If awarded, a contract will be executed with each.
- **Form B – Historically Underutilized Business Enterprises:** Used to collect information about disadvantaged and minority suppliers and subcontractors, and to commit **Offeror** to working with Participants toward their program goals.
- **Form C – Response Checklist:** Certification, and also an aid, to insure that all required information has been included in your Response.
- References, formatted as described elsewhere herein.
- Service Organization Document, formatted as described elsewhere herein.

**Second Section:**

- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this Form may or may not be used.)
- **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the **H-GAC** contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this Form may or may not be used.)

**Third Section:**

- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on Form D.
- Warranty Documentation, as described elsewhere herein, for all items offered.

#### **Fourth Section:**

- Copies of any applicable Texas MVD Licenses.
  - Electronic Media, containing the complete response including all required *FORMS*, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original'.)
  - **Form CIQ – Conflict Of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with **H-GAC** to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with an **H-GAC** officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website: [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm). It is Bidder's responsibility to download the form and furnish a completed copy with the Response, if it is applicable.
- m. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

---

#### **28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS**

- a. If **Offeror** is in doubt as to the meaning of any item in this Invitation, a written request for clarification may be submitted to **H-GAC** up to fifteen (15) calendar days prior to the deadline for response submission. **H-GAC** shall not be responsible for late delivery. Requests may be transmitted by FAX or e-mail to the assigned Specification Specialist, and should clearly reference this Invitation number and the specific page and paragraph in question. If there are multiple questions, they should be stated separately and numbered.
- b. Any interpretation of Invitation documents, if made, will be by written Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person officially on record as having been sent a copy of this Invitation. **H-GAC** will not be responsible for any other explanation or interpretation of the Invitation documents made or given prior to the award of the contract.
- c. Any objections to the Invitation documents must be filed in writing with **H-GAC** on or before fifteen (15) calendar days prior to the deadline for submission of responses.
- d. Prospective offerors are advised that, after a draft specification has been issued, the Pre-Bid/Proposal Conference is the primary forum through which comments and suggestions may be offered for consideration by **H-GAC** prior to issuance of the final invitation and specifications.
- e. All best efforts have been made to insure that the product/service descriptions and associated specification information in Sections B & C are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response, and shall also notify **H-GAC** prior to the opening of responses.

---

#### **29. INCONSISTENT INFORMATION**

**H-GAC** review of responses supplied on **H-GAC FORMS** is a significant part of the evaluation process. **Offeror** shall state clearly all information required on the *FORMS*. **Offeror's** information supplied on the *FORMS* shall take precedence in the event any standard "boilerplate" type language included in **Offeror's** response is inconsistent with the information supplied by **Offeror** on the **H-GAC FORMS**. In all cases, information on **H-GAC's** printed *FORMS* supplied as part of **Offeror's** response shall take precedence over information supplied on electronic media.

---

#### **30. REJECTION OF RESPONSES**

- a. **H-GAC** may reject a response if:
  - **Offeror** misstates or conceals any material fact in the Response, or if,
  - **Offeror** does not strictly conform to law or the requirements of this Invitation.
- b. **H-GAC** may reject any and all responses, and may reject any part of a response.
- c. **H-GAC**, at its sole discretion, may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.

---

#### **31. WITHDRAWAL OR MODIFICATION OF RESPONSES**

Once received by **H-GAC**, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing submitted by **Offeror's** authorized representative. Responses and requests for modification received after the submission deadline will not be accepted. Requests for response withdrawal

received after the submission deadline will be accepted if the request to do so is in writing submitted by **Offeror's** authorized representative.

---

### 32. RESPONSE EVALUATION

#### For Bid Responses:

- a. Section B will state whether the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for **H-GAC** and its participants.
- b. If the contract will be awarded based on best value, Section B will state any relevant criteria which **H-GAC** will consider.
- c. For each offered Product Item, **H-GAC** may use the offered price, prices for Required Options, and the prices of selected common Published Options to determine the lowest responsible offer.
- d. Failure of Offeror to submit pricing for frequently purchased options and any H-GAC required options may cause response to be considered non-compliant at H-GAC's sole discretion.

#### For Proposal Responses:

- e. **H-GAC** will evaluate proposals as detailed in Section B.
- f. By submission of a Response Offeror indicates acceptance of the evaluation technique, and recognizes and accepts that **H-GAC** may at its sole discretion make subjective judgments during the evaluation process.

---

### 33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

In the event of conflict between this document and any references or documents cited herein, this document shall take precedence prior to contract award.

---

### 34. AWARD OF CONTRACT

- a. **H-GAC** reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by **H-GAC** are understood to be included in any contract.
- b. **H-GAC** shall award contract(s) for line items or groups of line items, at its sole discretion.
- c. With authority granted by the **H-GAC** Board of Directors, a written contract shall be presented to the successful **Offeror(s)** and shall be subject to acceptance by the successful **Offeror(s)** within thirty (30) calendar days after presentation by **H-GAC**. If a contract is not executed within thirty (30) calendar days, **H-GAC** may rescind the contract offer and award a contract to the next **Offeror** in order of rank as determined by **H-GAC**.
- d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by **H-GAC** to be equal in all other criteria.
- e. The contract shall include the following documents in the stated order of precedence:
  - 1st The contract document signed by **H-GAC** and **Offeror**.
  - 2nd This Invitation and all specifications referenced herein.
  - 3rd **Offeror's** response to this Invitation.

---

### 35. PRO-FORMA CONTRACT

This Invitation includes a Pro-Forma (sample) Contract which successful offerors will be expected to sign. The actual final contract will be the same or nearly the same as the Pro-Forma. NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to H-GAC.

---

### 36. CONTRACT TERM

The contract shall be in effect throughout the period stated elsewhere in the contract documents, and thereafter until such time as any outstanding orders against the contract have been fulfilled. The contract may be extended if deemed by **H-GAC** to be in the best interests of the Program, and subject to mutual agreement of the parties.

---

### 37. PERFORMANCE & PAYMENT BOND

**H-GAC's** contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **Contractor** must be prepared to offer a PPB to cover any specific order if so requested by **End User**. **Contractor** shall quote a price to **End User** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **End User's** purchase order.

---

### 38. CHANGE ORDERS

End Users shall have the right to make additions by addenda for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such addenda shall be made in writing and agreed upon by Contractor and the End User agency prior to issuance of any Change Order. A copy of any such Change Order shall be furnished by Contractor to H-GAC.

---

### 39. DUPLICATION OF TERMS OR STATEMENTS

Where statements or terms are duplicated or are extremely similar, H-GAC and the End User reserve the right to use the statement or term most favorable to H-GAC and/or the End User.

---

### 40. PUBLICITY

H-GAC encourages contractors to "market" the Program, and can provide some information and artwork to be used in published promotional materials. However, any publicity or published material released by Contractor referencing the contract, whether in the form of a press release, brochure, photographic coverage, or verbal announcement, shall be issued only with prior review and approval by H-GAC.

---

### 41. TAXES

HGAC and End User participants are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Offeror shall not include any such taxes in the Response. Further, it shall be the responsibility of Contractor to determine the applicability of any taxes to a particular order and act accordingly. Exemption certificates will be provided upon request.

---

### 42. DRUG FREE WORKPLACE

Contractor shall provide notice to its employees and sub-contractors, as required under the Drug-Free Workplace Act of 1988. A copy of Contractor's Drug-Free Workplace policy shall, on request, be furnished to any End User.

---

### 43. PRODUCT NOTICES & MAILINGS

H-GAC is NOT the owner of Products sold pursuant to this Invitation, but acts only in the capacity of purchasing agent. In that regard, Contractor accepts sole responsibility for insuring that notices and mailings, such as Safety Alerts, Safety Recall Notices and Customer Surveys, are sent directly to the End User of record.

---

### 44. HANDLING OF ORDERS & PAYMENTS

In general, orders and payments will be handled as described below. More specific instructions and information regarding handling of purchase orders and the Order Processing Charge may be provided after contract award. Established procedures may be changed at any time by H-GAC as may be dictated by efficient business practice. The particulars of any sale, e.g. specific products, pricing, delivery, warranty, etc., will be in strict accordance with the terms and conditions of this Invitation and the specific contract awarded to Contractor. Beyond that:

- a. For any particular procurement to be made under the provisions of an H-GAC contract, End User and Contractor will discuss requirements and agree as to what will be provided.
- b. Contractor will prepare a Contract Pricing Worksheet and provide it to End User. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.
- c. End User will send a purchase document to Contractor, which Contractor will fax H-GAC together with the Contract Pricing Worksheet. **NOTE:** Contractor agrees not to offer, agree to or accept from End User any terms or conditions that conflict with or contravene those in Contractor's H-GAC contract, except for pricing discounts.
- d. H-GAC will prepare an "Order Confirmation" and transmit it to End User and to Contractor. The Order Confirmation verifies that Contractor has a valid H-GAC contract and that the order is in compliance with the requirements of the H-GAC Cooperative Purchasing Program. Contractor will not ship any goods before receipt of both End User's purchase document and H-GAC's Order Confirmation.
- e. On notification that Contractor has received an order, H-GAC will invoice Contractor for the applicable Order Processing Charge. **NOTE:** The Order Processing Charge is charged to Contractor, **EXCEPT in the**

**case of motor vehicles.** For all sales of motor vehicles the Order Processing Charge is levied on the **End User**, collected by **Contractor**, and remitted to **H-GAC** by **Contractor**.

- f. **Contractor** will deliver products/services ordered, and will invoice **End User** for products/services accepted by **End User**. (See other Sub-Section herein dealing with Product Delivery.) **Contractor** will not invoice before shipment has been made.
- g. **End User** will pay **Contractor** for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to **End User** for any cost related to a purchase order issued to **Contractor** for products/services covered by an **H-GAC** contract, such invoice shall be forwarded to **Contractor** and **Contractor** will take action to correct the error.
- h. Upon delivery of any product/service by **Contractor** and acceptance by **End User**, **Contractor** shall remit to **H-GAC** the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the **H-GAC** contract. Note, the Order Processing Charge is due whether or not **Contractor** has ever received an invoice from **H-GAC**. Sales executed based on the particulars of **Contractor's H-GAC** contract, without payment of the Order Processing Charge, may constitute fraud.

---

#### 45. PRICE CHANGES

- a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
- b. Except in the case of contracted published catalogs and price sheets, prices for Base Bid Items and Published Options are expected to be held firm for a minimum of 90 days from the date an awarded Offeror signs the **H-GAC** contract. Thereafter, changes will be considered if accompanied by justifying documentation satisfactory to **H-GAC**. For published catalogs and price sheets which are on an **H-GAC** contract, requests to amend the contract to reflect any new published catalog or price sheet may be submitted whenever the manufacturer publishes the new document. Any such request must include the new catalog or price sheet.
- c. If **Contractor** routinely offers discounted contract pricing, **H-GAC** may request **Contractor** to accept amended contract pricing equivalent to the routinely discounted pricing.
- d. No price change will be allowed unless it has been reviewed and approved by **H-GAC** in writing. **Contractor** must have received **H-GAC's** written approval of any change prior to charging the new price or using it in any quotation prepared for an **End User**.
- e. Price change requests must be submitted to **H-GAC** in writing and must be received by **H-GAC** at least thirty (30) calendar days prior to the requested effective date of the change, and must state the time period for which the requested pricing will remain firm.
- f. Price change requests shall include **H-GAC Forms D and E**, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in **MSE** excel format to facilitate analysis and updating of the website.
- g. Price change requests **MUST** be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **Contractor's actual costs** have increased. The Producer Price Index (PPI) may be used as partial justification, subject to approval by **H-GAC**, but no price increase based solely on an increase in the PPI will be allowed.
- h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, **Contractor** may increase Product pricing to the extent of **Contractor's** actual cost increase. The increase must be substantiated with support documentation acceptable to **H-GAC** prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale shall be the responsibility of the **End-User**.
- i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, **Contractor** may request a price change based on the same conditions as stated above. However the thirty (30) day prior notice is waived and **H-GAC** will consider the request immediately on receipt.
- j. **H-GAC** reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

---

#### 46. CONTRACT ITEM CHANGES

- a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next low offeror for the item, or take any other action deemed by H-GAC to be in the best interests of End Users, at its sole discretion.
- b. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. Otherwise H-GAC may allow or reject the change, or take any other action deemed by H-GAC to be in the best interests of End Users, at its sole discretion. If the change is rejected there will be no penalty to Contractor.
- c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, H-GAC may elect to make a contract award to the next low offeror for the item, or take any other action deemed by H-GAC to be in the best interests of End Users, at its sole discretion.
- d. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing shall be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

---

#### 47. FORCE MAJEURE

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with H-GAC..

---

#### 48. PERFORMANCE UNDER CONTRACT

H-GAC is committed to insuring that Contractor provides effective and efficient service to all Participants in the Cooperative Purchasing Program, and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, Contractor shall:

- a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.
- b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from End Users and H-GAC in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.
- c. Maintain sufficient qualified staff to promptly process all communications from H-GAC or End Users, and to efficiently, effectively and accurately service all requirements of the contract.
- d. As may be requested by H-GAC, replace any staff members who are not providing the service and expertise deemed necessary by H-GAC for acceptable support of End Users.
- e. Properly prepare and provide to End User a Contract Pricing Worksheet, or a quotation in other format as approved by H-GAC, for each and every order that is to be executed.
- f. Furnish, on request of H-GAC, reasonable data, forms and graphic material to be used in brochures or other print media, or on H-GAC's website.
- g. Allow access to H-GAC authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to Contractor.
- h. **Reporting Requirements:**
  - Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three month period. Such reports shall include, but are not limited to the following:
  - End User name
  - Product/Service purchased, including Product Code if applicable

- End User Purchase Order Number
  - Purchase Order Date
  - Product/Service dollar amount
  - HGACBuy Order Processing Charge amount
  - Reports must be provided to H-GAC in MSExcel or other acceptable electronic format, and are due by the 30<sup>th</sup> day of the month following the applicable quarter being reported.
- i. Should **Contractor** default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

---

#### 49. IMPLEMENTATION OF INTERNET BASED E-COMMERCE

H-GAC Cooperative Purchasing has adopted E-Commerce as part of its business model and maintains an internet website at [www.HGACBuy.org](http://www.HGACBuy.org). At any point in time, various information and process functions may be implemented and made operational thru the website, including but not limited to items such as:

##### Information Items

- Contract information
- Procurement schedules
- Response requirements & specifications
- Product and option item catalog listings
- **End User & Contractor** information

##### Functions

- **End User** product inquiries
- Product configuration and price quotes
- Purchase Orders and Confirmations
- Shipping/Delivery notices
- Invoice generation
- Payment remittances, etc.

All H-GAC Contractors, as a condition of contract, will be required to work with H-GAC and it's E-Commerce provider(s) to maximize use of E-Commerce within the context of H-GAC Cooperative Purchasing business. Offeror is encouraged to refer to H-GAC's Cooperative Purchasing web site where additional information can be found. If you have any questions, please contact H-GAC for assistance.

---

#### 50. CONTRACTOR ORIENTATION/TRAINING

H-GAC believes that **Contractor's** familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving **End User** satisfaction. In that regard, the Contact Person listed on **Form A**, or an alternate, shall be required to participate in an H-GAC vendor orientation/training as soon as possible after contract award. In addition, any other of Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar, or may be held in H-GAC's offices as may be determined by H-GAC and Contractor to be the most efficient and effective form of delivery.

---

#### 51. LEGAL & CONTRACTUAL REMEDIES

##### RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

##### **Procedure**

Any actual or prospective **Offeror** or **Contractor** who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Office Services Manger of H-GAC by certified mail which identifies the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of reasons for the protest.
4. Supporting exhibits evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of H-GAC's Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which H-GAC is a party. Failure to receive a procurement award from H-GAC in and of itself does not constitute valid grievance. Upon receipt of grievance, the Office Services Manager will initiate the informal resolution process.

##### **Expedited Resolution**

The Procurement Officer or Departmental Manager responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working



days from date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Office Service Manager of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Manager is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Office Service Manager immediately. The Office Service Manager will review all documentation. All interested parties will be given written notice of the date, time, and place of the hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

#### **Appeals**

The complainant may appeal the Office Service Manager's decision by submitting a written appeal, within five (5) working days, to the Executive Director of **H-GAC**. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of **H-GAC** has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The **Contractor** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction.

#### **RESOLUTION OF CONTRACT DISPUTES**

Upon breach or default, **H-GAC** shall give the **Contractor** written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of **H-GAC**, default will be declared.

Upon breach of contract or default, **H-GAC** may exercise any and all of its rights afforded by law, including but not limited to those referenced in the General Contract Provisions.

#### **SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW**

Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by **H-GAC**.

---

#### **52. NATIONWIDE SALES OPPORTUNITIES**

**HGACBuy** provides purchasing services to local governments qualifying non-profits throughout the nation, and desires to make established contracts available to them wherever and whenever practicable. Therefore, once a contract is awarded, **Contractor** is expected to expand the scope of its marketing effort to include sales to **End Users** in all areas of the United States, and/or to assign any **H-GAC** contract to another contractor(s) as deemed appropriate by **H-GAC** in the interest of its End Users.

- **Contractor** may sell through **HGACBuy** anywhere subject to compliance with applicable laws and regulations. If the market structure in which **Contractor** operates requires a contract assignment for any particular sale, **H-GAC** will expect **Contractor** to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by **H-GAC**.
- **Contractor's** differential costs (e.g. transportation & delivery charges) and allowances (e.g. manufacturer's sales incentives) related to any sale may be charged to buyer.

**End of Section A**  
**GENERAL TERMS & CONDITIONS**

**SECTION B**  
**PRODUCT SPECIFIC REQUIREMENTS**  
**For**  
**EARTH MOVING & CONSTRUCTION EQUIPMENT**

Sub-Section	Page
1.0 PURPOSE AND SCOPE .....	1
2.0 DEFINITIONS .....	1
3.0 APPLICABLE THIRD PARTY SPECIFICATIONS.....	1
4.0 TRAINING .....	3
5.0 GENERAL EQUIPMENT REQUIREMENTS.....	3
6.0 BID RESPONSE REQUIREMENTS .....	3
7.0 PRODUCT CODES AND PRICING.....	3
8.0 EVALUATION OF RESPONSES AND AWARDS .....	4

### 1.0 PURPOSE AND SCOPE

In order to address the potential earth moving and construction equipment needs of our Cooperative Purchasing Program's Members, H-GAC has established this specification. This specification and the awards to follow are designed to allow for multiple manufacture and model awards, which will afford H-GAC Members the opportunity to shop equipment by price, brand preference, or other proprietary, technical aspects.

This is a "catalog" style bid format, whereby complete manufacturers' catalogs or formal manufacturer-dealer retail price books will be priced in their entirety, with bidders pricing the entire document at a percentage off list price. Catalogs may be priced by manufacturers or distributors. Bidders who are awarded contracts pursuant to this Invitation will be able to sell any machines and/or components contained in the catalogs bid to HGAC Members during the contract period, which will cover a **twenty-four (24)** month period. As described earlier in this specification (Section A, Terms & Conditions), price changes may be allowed during the course of the contract, per the guidelines described.

### 2.0 DEFINITIONS

- 2.1 **Catalog:** Either a printed manufacturer's catalog, with models and accessories listed and indexed by model numbers/codes, with or without retail/list pricing; or, an internal manufacturer-to-distributor/dealer retail price list, listing models and accessories and their respective manufacture item number/codes, with retail/list pricing.
- 2.2 **Members:** Local government agencies (cities, counties, schools, police and fire departments, et cetera) participating in Houston-Galveston Area Council's Cooperative Purchasing program, purchasing equipment and services through HGAC from contracted manufacturers or distributors

### 3.0 APPLICABLE THIRD PARTY SPECIFICATIONS

All Product Items offered must meet all current applicable standards, including but not limited to the following. In case of a conflict between any Product Item requirement of this Invitation and any of these additional standards, these standards shall take precedence.

**EPA** - Exhaust Emission Standards (40 CFR 85) as issued under authority of the Clean Air Act (PL 101-549), as amended (42 USC 1857)

**ASTM A 606** - Standard Specification for Steel Sheet and Strip, Hot-Rolled and Cold-Rolled, High Strength, Low-Alloy, with Improved Corrosion Resistance.

**NTEA** - Hydraulic Conversion Hoist classification Charts

**SAE Standards:**

- J53 Minimum Performance Criteria for Emergency Steering of Wheeled E/M Machines
- J185 Access Systems for Off-Road Machines (ingress/egress)
- J231 Performance Criteria for Falling Object Protective Structures (FOPS)
- J236 Service Braking System – Graders
- J237 Service Braking System – Front-End Loaders and Dozers
- J276 Steering Frame Lock for Articulated Loaders
- J319 Service Braking System – Scrapers
- J321 Tire Guards for Protection of Operator of Earth-Moving Haulage Machines
- J386 Operator Restraint System for Off-Road Work Machines
- J728 Component Nomenclature – Scrapers
- J729 Nomenclature and Specification Definitions – Dozers
- J731 Component Nomenclature – Loaders
- J732 Specification Definitions, Loaders
- J734 Component Nomenclature - Dumper Trailer
- J737 Hole Spacing for Scraper and Dozer Cutting Edges
- J739 Cutting Edge, Curved Grader
- J741 Capacity Rating - Scraper, Open Bowl
- J742 Capacity Rating, Loader Bucket
- J749 Drawbars, Crawler Tractors
- J818 Rated Operating Load for Loaders
- J870 Component Nomenclature – Graders
- J899 Operator's Seat Dimensions for Off-Road, Self-Propelled Work Machines
- J957 Capacity Rating - Scrapers, Elevating
- J994 Backup Alarm
- J1014 Classification and Nomenclature - Towing Winch for Crawler Tractor
- J1016 Component Nomenclature – Dumpers
- J1026 Braking Performance - Crawler Tractors and Crawler Loaders
- J1029 Lighting and Marking of Construction/Earth-Moving Machinery
- J1040 Performance Criteria for Rollover Protective Structures (ROPS)
- J1097 Hydraulic Excavator Lift Capacity
- J1193 Nomenclature and Dimensions for Hydraulic Excavators
- J1265 Capacity Rating, Dozer Blades
- J1315 Off-Road Tire and Rim Selection and Application
- J1349 Engine Power Test Code, Spark Ignition and Compression, Net Engine Power
- J1356 Performance Criteria for Falling Object Guards for Excavators
- J1371 Hydraulic Swing Performance
- J1384 Vibration Performance of Operator Seats
- J1511 Steering for Off-road, Rubber-Tired
- J2331 Operator's Field of View

**CFR, Title 40, Part 85** - Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines, Environmental Protection Agency.

**DOT, Title 49, Part 393** - Liquid Fuel Systems of Commercial Motor Vehicles, Certification of Fuel Tank.

**FMVSS (Public Law 89-563):**

- FMVSS 108 - Lamps, Reflective Devices, and Associated Equipment.
- FMVSS 209 - Seat Belt assemblies for Passenger Cars, Multipurpose Passenger Vehicles, Trucks, and Buses.
- FMVSS 210 - Seat Belt Assembly Anchorages - Passenger Cars, Multipurpose Passenger Vehicles, Trucks, and Buses.
- FMVSS 301 - Fuel System Integrity.

**Federal Standards:**

- No. 595A - Colors
- No. TT-C-520B - Coating Compound, Bituminous, Solvent Type, Underbody for Motor Vehicles.

**OSHA** - Construction Safety and Health Regulations Section 1926.601 - Motor Vehicles.

#### 4.0 TRAINING

With the purchase of each new catalog item, vendor shall provide H-GAC Members with adequate training, which, at a minimum, shall include at least one (1) detailed owner's manual, DVD/CD, or video, providing instruction for the operation and maintenance facets of the machine or component (**the price of these items shall be included in the base unit price**). Additionally, HGAC Members shall have an ongoing opportunity for communication with an engineer, sales engineer, or qualified technician beginning at the time of delivery and extending for the useful life of each item.

#### 5.0 GENERAL EQUIPMENT REQUIREMENTS

- 5.1 Necessary safety decals shall be furnished and affixed at the operator's station and at any hazardous area, and shall include necessary warnings and precautions.
- 5.2 All equipment shall carry the manufacturer's standard warranty and shall be guaranteed for a minimum of one year/1000 hours against defects in materials, workmanship and performance. The warranty shall begin on the date of acceptance by the end user, during which, the vendor shall replace or repair defective machines or components, at no expense to H-GAC Members.
- 5.3 The equipment provided shall meet or exceed all federal and Texas state safety, health, and noise regulations in effect and applicable to equipment furnished at the time of manufacturer.
- 5.4 Bidder shall include specifications, brochures, warranty information, and any other relevant product information with their bid package.
- 5.5 All parts necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality and workmanship to the accepted standards of the industry.
- 5.6 The unit shall be completely assembled, adjusted, and all equipment including standard and supplemental equipment shall be installed and the unit made ready for continuous operation.

#### 6.0 BID RESPONSE REQUIREMENTS

- 6.1 Dealers submitting responses must be authorized, under written franchise agreement with the manufacturer, to sell and service, including warranty work, any product offered hereunder.
- 6.2 Offerors MUST submit the **Service Organization** document required by Section A, Sub-section 28.g. Further, the Service Organization document must include a detailed description of the geographic area in which Offeror is authorized to sell and service any equipment bid.
- 6.3 H-GAC will assess contractors an Order Processing Charge of 1.5% of the order amount on all orders placed by Members under any contract executed pursuant to this procurement. Offerors are responsible for taking this into account in determining bid pricing.

#### 7.0 PRODUCT CODES AND PRICING

- 7.1 Catalogs priced under this Invitation shall be done so on H-GAC's preformatted **Form D**, upon which bidder shall supply a percentage off retail/list price. Ideally, this will be a single percentage covering the entire catalog(s) bid, across all of the catalog's models and accessories. However, H-GAC recognizes that a given catalog may have varying margins associated with the different categories within a single catalog. Given this, H-GAC will allow different percentage discounts within a given manufacturers' catalog (e.g. segmented by category or model). Such multi-tiered discounts for a given catalog should be bid on **Form D**. If a category or model is not preformatted on **Form D**, bidder shall insert the description "Refer to Attached" on Form D and include a separate sheet with the percentage discounts for that catalog detailing the name of catalog and the category-percentage breakdowns. **Form E** is included in the bid package to allow pricing of those options that are not included in a particular catalog (e.g. distributor's services, extended warranties, and options sold by distributor that are not found on a particular catalog listed herein). The discount percentage price from List/Retail will determine the final price for each catalog. It is this bid price that will be used in the bid evaluations to determine contract awards. Only one catalog/item per line on **Form D** will be awarded. In the event of a tie, H-GAC will use other criteria submitted in the bidder's offering to determine a single awardee. Catalogs bid at 0 (zero) percent discount from list/retail price may be deemed non-compliant.

- 7.2 Bidder shall include with bid package, for every catalog bid under this Invitation, a copy of the applicable catalog and retail price lists. Failure to do this may result in bid being deemed non-compliant.
- 7.3 Bid pricing shall be exclusive of freight charges, which will be addressed at the time of each individual sale, as a P/O line item, specific to the individual end user. Freight Charges should be quoted on Form E.
- 7.4 Bids shall include a comprehensive list of options/accessories, either included in the bidder's manufacturer catalog pricing or priced separately on H-GAC's Form E.
- 7.5 In the absence of a document's specific effective date, the catalog/retail price book bid shall be the one in effect at the time of bid submittal.
- 7.6 For the purpose of this Invitation, all catalogs covered by this specification shall be classified and described using a three or four character alpha-numeric "Product Code". The first two numeric characters designate the manufacturer. The third (and fourth as applicable) Alpha character designate(s) the specific catalog.
- 7.7 **Form D1 is for sample pricing from the manufacturer's catalog. Price should be in dollar figures and should reflect the catalog's discounted price listed on Form D. If pricing differs from catalog pricing, H-GAC may choose the lower pricing. The base price should be a working functional unit with at least the minimum equipment or options necessary to perform unless otherwise noted in the description.**

## 8.0 EVALUATION OF RESPONSES AND AWARDS

Consistent with Texas bid award statutes, for each specific Form D line item, H-GAC will recommend a single award to the lowest responsible Offeror. Once approved by our Board of Directors, Offerors will be notified of H-GAC management's final award recommendations by email, followed by a final formal signature request from our Contracts group.

**\*\*\* End of Section B \*\*\***

**For Use In Responding To Competitive Bid And Proposal Invitations**

Invitation No.: EM06-15

Title: Earth Moving &amp; Construction Equipment

This Section contains the following **H-GAC FORMS** :

FORM	DESCRIPTION
Form A:	Offeror Identification and Authorized Signatory
Form B:	Historically Underutilized Business Enterprises
Form C:	Response Checklist
Form D:	Offered Items Pricing
Form E:	Published Options

These *FORMS* are hereby made available in electronic format. They should be copied to Offeror's computer for completion and/or printout as required. The *FORMS* **may not** be changed or altered in any way, except as may be specified on the *FORM*.

**ALL** completed *FORMS* must also be submitted electronically on electronic media (DVD, CDRom, flash/thumb drive), excepting of course for signatures. The printed "Original" of the response will be considered as the official copy in case of any discrepancy between the electronic version and the printed Original.

**FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY**  
**(DO NOT handwrite this Form. Information must be typed in.)**

Invitation No.: EM06-15

Invitation Title: \_\_\_\_\_

Offeror Company: \_\_\_\_\_

(Legal name of business which will appear on contract, if awarded)

Offeror Status:  Manufacturer  Dealer/Distributor  Other

Response Type(1):  Single Offeror Acting Alone Or As Lead  Multiple Offerors Acting Jointly

Contract Signatory(2): \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address(3): \_\_\_\_\_  
Street/PO Box \_\_\_\_\_ City \_\_\_\_\_ State & Zip \_\_\_\_\_

Physical Address: \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State & Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal Tax ID No.: \_\_\_\_\_ Web Page URL: \_\_\_\_\_

- (1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.
- (2) Person who will sign final contract documents if an award is made.
- (3) Address to which final contract documents would be sent for signature.

**Member Contact Information**

Contact Person(4): \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
Street/PO Box \_\_\_\_\_ City \_\_\_\_\_ State & Zip \_\_\_\_\_

Physical Address: \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State & Zip \_\_\_\_\_

Toll Free Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

- (4) Person who End Users will contact for product information and to get pricing quotes.

**The Signatory below, on behalf of Offeror:**

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Offeror: \_\_\_\_\_

Most, if not all, of the Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measureable criteria such as 'percentage of total dollars spent directed to HUBs', 'number of HUB contractors used', 'HUB subcontractors employed by primary contractors', etc. These requirements are generally formalized in goal oriented programs.

HGACBuy is comitted to promoting full and equal business opportunities for HUB contractors, and to assisting Cooperative Purchasing Program (COOP) Members in meeting mandated HUB goals. In that regard, Contractor shall make a good faith effort to use the services of Certified/Listed (See Note 2) HUBs whenever possible.

As part of a good faith effort, Contractor agrees to work with and assist HGACBuy Members in meeting HUB targets and goals, as may be required by any rules, processes or programs they might have in place. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of 'Certified/Listed' subcontractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

Note 1: There are many designations other than "HUB" used across the country within various jurisdictions. Examples include terms such as Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Woman Owned Business Enterprise (WBE), Small Disadvantaged Business (SDB), Small, Woman or Minority-owned Business (SWAM), etc. Regardless of the formal designation, the overall objective of the relavant programs is basically the same, i.e. to insure that disadvantaged and underutilized members of the business community receive a fair share of public spending. The term HUB as used herein shall be understood to encompass all such programs/business enterprises, no matter what terminology is used by the Member.

Note 2: The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification, review. Jurisdictions usually require that companies claiming HUB status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities. They are then "Certified" or "Listed" by having their name included on an official listing published by the Certifying or Listing Authority.

Accepted and Agreed By:	
Title:	Date:

**HUB Status Of Offeror**

Offeror is a HUB, as detailed below.                       Offeror is not a HUB.

Designation(s):     HUB     DBE     MBE     WBE     Other    \_\_\_\_\_

Certifying/Listing Authority(s):  
 \_\_\_\_\_

**Subcontracts**

On a separate sheet, list any subcontractors that would be employed in providing products or services related to this procurement. Include subcontractor name, designation (HUB, DBE, etc.) and certifying/listing authority.

Subcontractor List attached.                       No Subcontractors will be used.





**This is a sample of the contract that will be sent to you for execution IF you are recommended for a contract award. Do NOT complete and return with your Response.**

A CONTRACT BETWEEN HOUSTON-GALVESTON AREA COUNCIL, Houston, Texas AND \_\_\_\_\_

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 100, Houston, Texas 77027, AND, \_\_\_\_\_ hereinafter referred to as the **CONTRACTOR**, having its principal place of business at \_\_\_\_\_.

#### **ARTICLE 1: SCOPE OF SERVICES**

The parties have entered into a \_\_\_\_\_ Contract to become effective as of \_\_\_\_\_, and to continue through \_\_\_\_\_ (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of \_\_\_\_\_ offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell \_\_\_\_\_ through the **H-GAC** Contract to **END USERS**.

#### **ARTICLE 2: THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: \_\_\_\_\_, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: \_\_\_\_\_, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

#### **ARTICLE 3: LEGAL AUTHORITY**

**CONTRACTOR** and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

#### **ARTICLE 4: APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

#### **ARTICLE 5: INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

#### **ARTICLE 6: END USER AGREEMENTS**

**H-GAC** acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's** **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on

any End User Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

**ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

**ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

**ARTICLE 9: REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

**ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE**

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

**ARTICLE 11: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 12: DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless,

within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

**ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR'S** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

**ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

**H-GAC'S** liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR'S** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

**ARTICLE 15: TERMINATION FOR CAUSE**

**H-GAC** may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

**ARTICLE 16: TERMINATION FOR CONVENIENCE**

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

**ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

**CONTRACTOR** agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

**ARTICLE 18: GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

**ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

**ARTICLE 20: LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

**ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS**

Except as described below for fire apparatus, CONTRACTOR agrees to provide a Performance Bond at the request of END USER within ten (10) days of receipt of END USER's purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the END USER. Failure of CONTRACTOR to provide such performance bond within ten (10) days of receipt of END USER's order may constitute a total breach of contract and shall be cause for cancellation of the order at END USER's sole discretion. END USER may choose to delete the requirement for a Performance Bond at END USER's sole discretion. If the bond requirement is waived, END USER shall be entitled to a price reduction commensurate with the cost that would have been incurred by CONTRACTOR for the bond.

**ARTICLE 22: CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

**ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD (IF APPLICABLE)**

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston Area Council, Houston, Texas: \_\_\_\_\_  
Jack Steele, Executive Director

Attest for Houston-Galveston Area Council, Houston, Texas: \_\_\_\_\_  
Deidre Vick, Director of Public Services  
Date: \_\_\_\_\_, 20\_\_

Signed for \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_ Date: \_\_\_\_\_ 20\_\_

Attest for \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
RDO EQUIPMENT COMPANY**

**EXHIBIT B**  
Award and Rate Sheet

H-GAC FORM D

Catalog Pricing

<b>Bidder:</b>			
<b>Invitation #:</b>		EM06-15	
<p>This Form is intended for pricing only those catalogs described in the EM06-15 specification. Bidder shall complete this form, print and include copies of it (in its entirety) in the response. Reminder: bidder shall include an electronic media copy of any catalog(s)/price sheet(s) bid, in the Response package.</p>			
<b>Manufacturer</b>	<b>H-GAC Product Code</b>	<b>Catalog/Retail Price Sheet Description</b>	<b>Percentage Discount off Retail/List Price</b>
Al-jon	52A	Landfill Compactor Pricing Catalog Pricing Catalog	
Allied	53A	Breakers Pricing Catalog	
Allied Construction Products LLC	54A	Rammer Hydraulic impact hammers Pricing Catalog	
Allied Construction Products LLC	54B	Allied Hydraulic impact hammers Pricing Catalog	
Allied Construction Products LLC	54C	Allied Ho-Pac used in construction Pricing Catalog	
Allu	55A	Screening Buckets Pricing Catalog	
Arrow Master	01A	Arrow Master Mobile Hydraulic Hammer Price List	
Astec	02A	Astec Underground Price Catalogs: Trenchers, Directional Drills, Attachments and Accessories - Listing Attached	
Atmax	03A	Traxmax Compact Track Loaders Pricing Catalog	
Badger	04A	Badger Wheeled Excavator Pricing Catalog	
Bell	56A	Bell Articulated Dump Truck Pricing Catalog	
Bell	56B	Off Road Articulating Haul Trucks Pricing Catalog	
Bobcat	05A	Bobcat pricing catalog: Compact Excavators	
Bobcat	05B	Bobcat pricing catalog: Compact Track Loaders	
Bobcat	05C	Bobcat pricing catalog: Skid Steers and All Wheel Steer Loaders	
Case	07A	Case Pricing Catalog: Excavators - PL-200 CX - Latest Issue	
Case	07B	Case Pricing Catalog: Compact Excavators - PL-200 MX - Latest Issue	
Case	07C	Case Pricing Catalog: Crawlers - PL-200 CE - Latest Issue	
Case	07D	Case Pricing Catalog: Crawlers - PL-200 UT - Latest Issue	
Case	07E	Case Pricing Catalog: Motor Graders - PL-200 GR - Latest Issue	
Case	07F	Case Pricing Catalog: Wheel Loaders - PL-200 CE - Latest Issue	
Case	07G	Case Pricing Catalog: Compact Wheel Loaders - PL-200 CW - Latest Issue	

Case	07H	Case Pricing Catalog: Compact Track Loaders - PL-200 SL - Latest Issue	
Case	07I	Case Pricing Catalog: Skid Steers - PL-200 SL - Latest Issue	
Case	07J	Case Pricing Catalog: Tractor Loader Backhoe - PL-200 TLB - Latest Issue	
Case	07K	Case Pricing Catalog: Rough Terrain Forklifts - PL-200 RTFL - Latest Issue	
Case	07L	Case Pricing Catalog: Tractor Loaders - PL-200 TLL - Latest Issue	
Caterpillar	08A	Caterpillar Wheel Excavator Pricing Catalog	
Caterpillar	08B	Caterpillar Mini Hydraulic Excavator Pricing Catalog	
Caterpillar	08C	Caterpillar Medium Hydraulic Excavator Pricing Catalog	
Caterpillar	08D	Caterpillar Large Hydraulic Excavator Pricing Catalog	
Caterpillar	08F	Caterpillar Dozer Pricing Catalog	
Caterpillar	08G	Caterpillar Motor Grader Pricing Catalog	
Caterpillar	08H	Caterpillar Compact Wheel Loader Pricing Catalog	
Caterpillar	08I	Caterpillar Small Wheel Loader Pricing Catalog	
Caterpillar	08J	Caterpillar Midsize Wheel Loader Pricing Catalog	
Caterpillar	08K	Caterpillar Large Wheel Loader Pricing Catalog	
Caterpillar	08L	Caterpillar Skid Steer Pricing Catalog	
Caterpillar	08M	Caterpillar Multi Terrain Loader Pricing Catalog	
Caterpillar	08N	Caterpillar Backhoe Loader Pricing Catalog	
Caterpillar	08O	Caterpillar Elevating Scraper Pricing Catalog	
Caterpillar	08P	Caterpillar Open Bowl Scraper Pricing Catalog	
Caterpillar	08Q	Caterpillar Articulated Truck Pricing Catalog	
Caterpillar	08R	Caterpillar Waste Handler Pricing Catalog	
Caterpillar	08S	Caterpillar Track Material Handler Pricing Catalog	
Caterpillar	08T	Caterpillar Wheel Material Handler Pricing Catalog	
Champion	09A	Champion Motor Graders Pricing Catalog	
Diamond Z	57A	Horizontal/Tub Grinders Pricing Catalog	
Ditch Witch	10A	Ditch Witch Pedestrian Trenchers Pricing Catalog	
Ditch Witch	10B	Ditch Witch Tool Carriers Pricing Catalog	
Ditch Witch	10C	Ditch Witch Directional Drills Pricing Catalog	
Ditch Witch	10E	Ditch Witch Vacuum Excavators Pricing Catalog	
Ditch Witch	10F	Ditch Witch Electronics Pricing Catalog	
Ditch Witch	10G	Ditch Witch Ride On Trenchers Pricing Catalog	
Ditch Witch	10I	Ditch Witch Vibratory Plows Pricing Catalog	
Ditch Witch	10K	Ditch Witch Trailers Under 2000lb capacity Pricing Catalog	
Ditch Witch	10M	Ditch Witch Fluid Mixers Pricing Catalog	
Doosan	11A	Doosan pricing catalog: Excavators	
Doosan	11B	Doosan pricing catalog: Wheel Loaders	
Doosan	11C	Doosan pricing catalog: Articulated Dump Trucks	



Dressta	12A	Dressta Crawler Tractor Pricing Catalog	
Dressta	12B	Dressta Wheel Loader Pricing Catalog	
Dynapac	58A	Compantion Equipment (Smooth, Double, Padfoot Rollers) Pricing Catalog	
Easton	59A	EastonHydraulic Hammer Operating Pricing Catalog	
Economy Drilling Solutions	13A	Lo-K-Tor : Vacuum Excavating Equipment Pricing Catalog	
Gehl	14A	Gehl Forklift Pricing Catalog	
Gehl	14B	Gehl Mini-Excavator Pricing Catalog	
Gehl	14C	Gehl Skid Steer Loaders Pricing Catalog	
Gehl	14D	Gehl Wheel Loader Pricing Catalog	
Genesis	60A	Specialty Attachments (Shears, Multiprocessors, Grapples, etc.) Pricing Catalog	
Gradall	15A	Gradall Crawler Excavator Pricing Catalog	
Gradall	15B	Gradall Wheeled Excavator Pricing Catalog	
Gradall	15C	Gradall Truck Mounted Excavator Pricing Catalog	
Grove	16A	Grove All Terrain Cranes Pricing Catalog	
Grove	16B	Grove Truck Mounted Cranes Pricing Catalog	
Grove	16C	Grove Rough Terrain Crane Pricing Catalog	
GROVE	16D	GROVE Industrial Cranes	
Hammerhead	17A	Hammerhead Moles & Piercing Tools Pricing Catalog	
Hammerhead	17B	Hammerhead Pipe Ramming Pricing Catalog	
Hammerhead	17C	Hammerhead Winches Pricing Catalog	
Hammerhead	17D	Hammerhead Pneumatic Pipe Bursting Pricing Catalog	
Hammerhead	17E	Hammerhead Static Pipe Bursting Pricing Catalog	
Hammerhead	17F	Hammerhead Lateral Pipe Bursting Pricing Catalog	
Harlo	18A	Harlo Rough Terrain Forklifts Pricing Catalog	
Hitachi	19A	Hitachi Pricing Catalog - Compact Crawler Excavators	
Hitachi	19B	Hitachi Pricing Catalog - Large Crawler Excavators	
Hitachi	19C	Hitachi Pricing Catalog - Wheeled Excavators	
Humdinger Equipment, LTD	61A	Pull Scraper Pricing Catalog	
Hydrema	62A	Hydrema Off Road Articulated Dump Truck Price List	
Hyundai	20A	Hyundai Crawler Excavator Pricing Catalog	
Hyundai	20B	Hyundai Wheeled Excavator Pricing Catalog	
Hyundai	20C	Hyundai Wheeled Loader Pricing Catalog	
Hyundai	20D	Hyundai Skid Steer Loader Pricing Catalog	
Hyundai	20E	Hyundai Mini Excavator Pricing Catalog	
Irock	63A	Irock Screening Equipment	
JCB	21A	JCB North American Machine Price Catalog: Excavators	
JCB	21B	JCB North American Machine Price Catalog: Mini Excavators	
JCB	21C	JCB North American Machine Price Catalog: Wheel Loaders	
JCB	21D	JCB North American Machine Price Catalog: Backhoes	

JCB	21E	JCB North American Machine Price Catalog: Articulated Trucks	
JCB	21F	JCB North American Machine Price Catalog: Loadall Material Handlers	
JCB	21G	JCB North American Machine Price Catalog: Rough Terrain Fork Lifts	
John Deere Construction	22A	John Deere Commercial Worksite Products Catalog: Compact Excavators	
John Deere Construction	22B	John Deere Commercial Worksite Products Catalog: Compact Track Loaders	
John Deere Construction	22C	John Deere Commercial Worksite Products Catalog: Compact Wheel Loaders	
John Deere Construction	22D	John Deere Commercial Worksite Products Catalog: Skid Steers	
John Deere	23A	Deere Wheeled Excavator Pricing Catalog	
John Deere	23B	Deere (Small) Crawler Excavator Pricing Catalog	
John Deere	23C	Deere (Medium) Crawler Excavator Pricing Catalog	
John Deere	23D	Deere (Large) Crawler Excavator Pricing Catalog	
John Deere	23E	Deere (Small) Crawler Dozers Pricing Catalog	
John Deere	23F	Deere (Medium) Crawler Dozer Pricing Catalog	
John Deere	23G	Deere (Large) Crawler Dozer Pricing Catalog	
John Deere	23H	Deere High Speed Dozer Pricing Catalog	
John Deere	23I	Deere Waste Handler Dozer Pricing Catalog	
John Deere	23J	Deere Motor Graders Pricing Catalog	
John Deere	23K	Deere (Small) Wheel Loaders Pricing Catalog	
John Deere	23L	Deere (Medium) Wheel Loaders Pricing Catalog	
John Deere	23M	Deere (Large) Wheel Loaders Pricing Catalog	
John Deere	23N	Deere Waste Handler Wheel Loader Pricing Catalog	
John Deere	23O	Deere Backhoe Loaders Pricing Catalog	
John Deere	23P	Deere Track Loader Pricing Catalog	
John Deere	23Q	Deere Articulated Dump Truck Pricing Catalog	
John Deere	23R	Deere Landscape Loader Pricing Catalog	
Kaiser	51A	Kaiser Excavators Pricing Catalog	
Kawasaki	24A	Kawasaki Wheeled Loader Pricing Catalog	
Kent	64A	Small & Medium Series Hydraulic Breakers Boom Mounted Pricing Catalog	
Kent	64B	Large Series Hydraulic Breakers Boom Mounted Pricing Catalog	
Kent	64C	Vibratory Plate Boom Mounted Compaction Pricing Catalog	
Kobelco	25A	Kobelco Excavator Pricing Catalog	
Kobelco	25B	Kobelco Crane Pricing Catalog	
Komatsu	26A	Komatsu Excavators Pricing Catalog	
Komatsu	26B	Komatsu Crawler Dozer Pricing Catalog	

Komatsu	26C	Komatsu Motor Grader Pricing Catalog	
Komatsu	26D	Komatsu Wheel Loader Pricing Catalog	
Komatsu	26E	Komatsu Articulated Truck Pricing Catalog	
K-Tech	27A	K-Tech Scraper Pricing Catalog	
Kubota	28A	Kubota Pricing Catalog: Excavators	
Kubota	28B	Kubota Pricing Catalog: Wheel Loaders	
Kubota	28C	Kubota Pricing Catalog: Backhoes	
LB Performance/ Blaw Knox	29A	LB Performance/Blaw Knox Pricing Catalog G700 Series Motor Grader	
LBX	30A	LBX Excavator Pricing Catalog	
LeeBoy	31A	LeeBoy Motor Grader Pricing Catalog	
Luigong	32A	Luigong Wheel Loader Pricing Catalog	
Luigong	32B	Luigong Skid-Steer Loader Pricing Catalog	
Luigong	32C	Luigong Excavator Pricing Catalog	
Manitou	33A	Construction Forklifts Pricing Catalog	
Mauldin	34A	Mauldin Motor Grader Pricing Catalog	
Mauldin	34B	Mauldin Maintainer Pricing Catalog	
McLaughlin	35A	McLaughlin Boring Systems Price Catalog: Mighty Mole Machines, Drilling Tools and Accessories	
McLaughlin	35B	McLaughlin Boring Systems Price Catalog: G2 and Verifier Vision Locating Systems	
McLaughlin	35C	McLaughlin Boring Systems Price Catalog: Boring Machines	
McLaughlin	35D	McLaughlin Boring Systems Price Catalog: Vacuums	
Menzi USA	36A	Menzi Muck Excavator Pricing Catalog	
Midland	65A	Road Wideners Pricing Catalog	
Mobile Track Solutions	66A	Mobile Track Solutions - Tractor and Scraper Price List	
Morooka	37A	Morooka Track Carrier Pricing Catalog	
National	38A	National Truck Mounted Crane Pricing Catalog	
New Holland	39A	New Holland Pricing Catalog: Compact Excavators	
New Holland	39B	New Holland Pricing Catalog: Dozers	
New Holland	39C	New Holland Pricing Catalog: Wheel Loaders	
New Holland	39D	New Holland Pricing Catalog: Skid Steers	
New Holland	39E	New Holland Pricing Catalog: Compact Track Loaders	
New Holland	39F	New Holland Pricing Catalog: Tractor Loader Backhoes	
New Holland	39G	New Holland Pricing Catalog Telehandlers	
New Holland	39H	New Holland Pricing Catalog Loadstar Products	
Nor Am	40A	Nor Am Motor Grader Pricing Catalog	
Okada	68A	Hydraulic Hammers Pricing Catalog	
Paladin Attachments	69A	Paladin Pricing Catalog: Heavy Attachments - Wheel Loader/Backhoe Loader couplers & attachments	
Paladin Attachments	69B	Paladin Pricing Catalog: Heavy Attachments - Mini, Backhoe, & Excavator couplers & attachments	

Paladin Attachments	69C	Paladin Pricing Catalog: Light Attachments - Compact Tractors, Mini Skid Steers/Compact Tool Carriers, Telehandlers, Wheel Loaders, Backhoe Loaders	
Pettibone	41A	Pettibone Telehandler and Forklift Price List	
Rosco	70A	Sweepers Pricing Catalog	
Sakai	71A	Compaction Equipment Pricing Catalog	
Sany	42A	Sany Excavator Pricing Catalog	
Sany	42B	Sany Mini Excavator Pricing Catalog	
Sennebogen	72A	Material Handlers Pricing Catalog	
Takeuchi	43A	Takeuchi Excavator Pricing Catalog	
Takeuchi	43B	Takeuchi Track Loader Pricing Catalog	
Takeuchi	43C	Takeuchi Wheel Loader Pricing Catalog	
Takeuchi	43D	Takeuchi Skid Steer Loader Pricing Catalog	
Tana	67A	Slow Speed Shredder Pricing Catalog	
Tana	67B	Landfill Compactor Pricing Catalog	
Terramite	44A	Terramite Compact Tractor Loader Backhoe Price List - Latest Issue	
Terex	45A	Terex Pricing Catalog: Excavators	
Terex	45B	Terex Pricing Catalog: Compact Loaders	
Terex	45C	Terex Pricing Catalog: Compact Track Loaders	
Terex	45D	Terex Pricing Catalog: Backhoe Loaders	
Terex	45E	Terex Pricing Catalog: Wheel Loaders	
Terex	45F	Terex Pricing Catalog: Scrapers	
Terex	45G	Terex Pricing Catalog: Articulated Trucks	
Terex	45H	Terex Pricing Catalog: Telehandlers	
Terex	45I	Terex Pricing Catalog: Skid Steers	
Terex	45J	Terex Pricing Catalog: Site Dumpers	
Terex	45K	Terex Pricing Catalog: Tracked Utility Vehicles	
Terex	45L	Terex Pricing Catalog: Trucks	
Terex	45M	Terex Pricing Catalog: Articulated Dump Trucks	
Terex Fuchs	73A	Terex Fuchs Material Handlers RHL Pricing Catalog	
Terex Fuchs	73B	Terex Fuchs Material Handlers MHL Pricing Catalog	
Terex Trucks Americas	74A	Terex Trucks Americas Pricing Catalog: Articulated Trucks	
TRIC	46A	TRIC Pipe Bursting Tools Catalog	
TT Technologies	47A	TT Technologies Pipe Ramming Tool Catalog	
TT Technologies	47B	TT Technologies Static Pipe Bursting Tool Catalog	
TT Technologies	47C	TT Technologies Pneumatic Pipe Bursting Tool Catalog	
TT Technologies	47D	TT Technologies Horizontal Boring Tool Catalog	
Vermeer	48A	Vermeer Rubber Tire Division Price Catalog: Rubber Tire Trenchers, Cable Plows, Compact Loaders	
Vermeer	48B	Vermeer Track Trencher Division Price Catalog: Trench Compactors, Concrete Cutters, Track Trenchers	

Vermeer	48C	Vermeer Trenchless/Advanced Control Systems Price Catalog: Bore Planning Equipment, Directional Drilling Locators	
Vermeer	48D	Vermeer Trenchless Division Price Catalog: Directional Drills, Mud Mixing Systems, Core Saws	
Vermeer	48E	Vermeer MFG Pricing Catalog: Vac-tron vacuums	
Volvo	49A	Volvo Pricing Catalog: Hydraulic Crawler Excavators Small (Mini) ( below 20,000#)	
Volvo	49B	Volvo Pricing Catalog: Hydraulic Crawler Excavators Large ( above 20,000#)	
Volvo	49C	Volvo Pricing Catalog: Wheeled Hydraulic Excavators	
Volvo	49D	Volvo Pricing Catalog: Wheel Loaders Large	
Volvo	49E	Volvo Pricing Catalog: Wheel Loaders (Compact)	
Volvo	49F	Volvo Pricing Catalog: Off The Road Articulated Haul Trucks	
Volvo	49G	Volvo Pricing Catalog: Motor Graders	
Volvo	49H	Volvo Pricing Catalog: Skid Steer Loaders	
Volvo	49I	Volvo Pricing Catalog: Backhoe Loaders	
Volvo	49J	SDLG Wheel Loaders Pricing Catalog	
Woodsman	75A	Chippers Pricing Catalog	
Yanmar	50A	Yanmar Construction Quick Reference Price List Excavators	
Yanmar	50B	Yanmar Construction Quick Reference Price List Compact Tractor/Loader/Backhoe	
Yanmar	50C	Yanmar Construction Quick Reference Price List Wheel Loaders	
Yanmar	50D	Yanmar Construction Quick Reference Price List Crawler Carriers	

H-GAC FORM D1

Base Bid Item Sample Pricing

<b>Bidder:</b>				
<b>Invitation #:</b>		EM06-15		
This Form is intended for base sample pricing. <b>Pricing should reflect the discount given on Form D.</b> All units should include enough minimum equipment/options to perform.				
Manufacturer	H-GAC Product Code	Base Line Item Description	MODEL NUMBER	Base Sample Price (\$)
Al-jon	52A	Landfill Compactor Pricing Catalog BASE MODEL		
Allied	53A	Breakers BASE MODEL		
Allied Construction Products LLC	54A	Rammer Hydraulic impact hammers BASE MODEL		
Allied Construction Products LLC	54B	Allied Hydraulic impact hammers BASE MODEL		
Allied Construction Products LLC	54C	Allied Ho-Pac used in construction BASE MODEL		
Allu	55A	Screening Buckets BASE MODEL		
Arrow Master	01A	Arrow Master Mobile Hydraulic Hammer BASE MODEL		
Astec	02A	Astec Underground Price Catalogs: Trenchers, Directional Drills, Attachments and Accessories - TRENCHER BASE MODEL		
Atmax	03A	Traxmax Compact Track Loaders BASE MODEL		
Badger	04A	Badger Wheeled Excavator BASE MODEL		
Bell	56A	Bell Articulated Dump Truck Pricing Catalog BASE MODEL		
Bell	56B	Off Road Articulating Haul Trucks BASE MODEL		
Bobcat	05A	Bobcat pricing catalog: Compact Excavators BASE MODEL		
Bobcat	05B	Bobcat pricing catalog: Compact Track Loaders BASE MODEL		
Bobcat	05C	Bobcat pricing catalog: Skid Steers and All Wheel Steer Loaders BASE MODEL		
Case	07A	Case Pricing Catalog: Excavators - PL-200 CX - Latest Issue BASE MODEL		
Case	07B	Case Pricing Catalog: Compact Excavators - PL-200 MX - Latest Issue BASE MODEL		
Case	07C	Case Pricing Catalog: Crawlers - PL-200 CE - Latest Issue BASE MODEL		
Case	07D	Case Pricing Catalog: Crawlers - PL-200 UT - Latest Issue BASE MODEL		
Case	07E	Case Pricing Catalog: Motor Graders - PL-200 GR - Latest Issue BASE MODEL		
Case	07F	Case Pricing Catalog: Wheel Loaders - PL-200 CE - Latest Issue BASE MODEL		

Case	07G	Case Pricing Catalog: Compact Wheel Loaders - PL-200 CW - Latest Issue BASE MODEL		
Case	07H	Case Pricing Catalog: Compact Track Loaders - PL-200 SL - Latest Issue BASE MODEL		
Case	07I	Case Pricing Catalog: Skid Steers - PL-200 SL - Latest Issue BASE MODEL		
Case	07J	Case Pricing Catalog: Tractor Loader Backhoe - PL-200 TLB - Latest Issue BASE MODEL		
Case	07K	Case Pricing Catalog: Rough Terrain Forklifts - PL-200 RTFL - Latest Issue BASE MODEL		
Case	07L	Case Pricing Catalog: Tractor Loaders - PL-200 TLL - Latest Issue BASE MODEL		
Caterpillar	08A	Caterpillar Wheel Excavator Pricing Catalog BASE MODEL		
Caterpillar	08B	Caterpillar Mini Hydraulic Excavator Pricing Catalog BASE MODEL		
Caterpillar	08C	Caterpillar Medium Hydraulic Excavator Pricing Catalog BASE MODEL		
Caterpillar	08D	Caterpillar Large Hydraulic Excavator Pricing Catalog BASE MODEL		
Caterpillar	08F	Caterpillar Dozer Pricing Catalog BASE MODEL		
Caterpillar	08G	Caterpillar Motor Grader Pricing Catalog BASE MODEL		
Caterpillar	08H	Caterpillar Compact Wheel Loader Pricing Catalog BASE MODEL		
Caterpillar	08I	Caterpillar Small Wheel Loader Pricing Catalog BASE MODEL		
Caterpillar	08J	Caterpillar Midsize Wheel Loader Pricing Catalog BASE MODEL		
Caterpillar	08K	Caterpillar Large Wheel Loader Pricing Catalog BASE MODEL		
Caterpillar	08L	Caterpillar Skid Steer Pricing Catalog BASE MODEL		
Caterpillar	08M	Caterpillar Multi Terrain Loader Pricing Catalog BASE MODEL		
Caterpillar	08N	Caterpillar Backhoe Loader Pricing Catalog BASE MODEL		
Caterpillar	08O	Caterpillar Elevating Scraper Pricing Catalog BASE MODEL		
Caterpillar	08P	Caterpillar Open Bowl Scraper Pricing Catalog BASE MODEL		
Caterpillar	08Q	Caterpillar Articulated Truck Pricing Catalog BASE MODEL		
Caterpillar	08R	Caterpillar Waste Handler Pricing Catalog BASE MODEL		
Caterpillar	08S	Caterpillar Track Material Handler Pricing Catalog BASE MODEL		
Caterpillar	08T	Caterpillar Wheel Material Handler Pricing Catalog BASE MODEL		
Champion	09A	Champion Motor Graders Pricing Catalog BASE MODEL		
Diamond Z	57A	Horizontal/Tub Grinders BASE MODEL		
Ditch Witch	10A	Ditch Witch Pedestrian Trenchers Pricing Catalog BASE MODEL		
Ditch Witch	10B	Ditch Witch Tool Carriers Pricing Catalog BASE MODEL		
Ditch Witch	10C	Ditch Witch Directional Drills Pricing Catalog BASE MODEL		
Ditch Witch	10E	Ditch Witch Vacuum Excavators Pricing Catalog BASE MODEL		
Ditch Witch	10F	Ditch Witch Electronics Pricing Catalog BASE MODEL		
Ditch Witch	10G	Ditch Witch Ride On Trenchers Pricing Catalog BASE MODEL		
Ditch Witch	10I	Ditch Witch Vibratory Plows Pricing Catalog BASE MODEL		

Ditch Witch	10K	Ditch Witch Trailers Under 2000lb capacity Pricing Catalog BASE MODEL		
Ditch Witch	10M	Ditch Witch Fluid Mixers Pricing Catalog BASE MODEL		
Doosan	11A	Doosan pricing catalog: Excavators BASE MODEL		
Doosan	11B	Doosan pricing catalog: Wheel Loaders BASE MODEL		
Doosan	11C	Doosan pricing catalog: Articulated Dump Trucks BASE MODEL		
Dressta	12A	Dressta Crawler Tractor Pricing Catalog BASE MODEL		
Dressta	12B	Dressta Wheel Loader Pricing Catalog BASE MODEL		
Dynapac	58A	Companion Equipment BASE MODEL		
Easton	59A	Easton Hydraulic Hammer Operating BASE MODEL		
Economy Drilling Solutions	13A	Lo-K-Tor : Vacuum Excavating Equipment Pricing Catalog BASE MODEL		
Gehl	14A	Gehl Forklift Pricing Catalog BASE MODEL		
Gehl	14B	Gehl Mini-Excavator Pricing Catalog BASE MODEL		
Gehl	14C	Gehl Skid Steer Loaders Pricing Catalog BASE MODEL		
Gehl	14D	Gehl Wheel Loader Pricing Catalog BASE MODEL		
Genesis	60A	Specialty Attachments (Shears, Multiprocessors, Grapples, etc.) BASE MODEL		
Gradall	15A	Gradall Crawler Excavator Pricing Catalog BASE MODEL		
Gradall	15B	Gradall Wheeled Excavator Pricing Catalog BASE MODEL		
Gradall	15C	Gradall Truck Mounted Excavator Pricing Catalog BASE MODEL		
Grove	16A	Grove All Terrain Cranes Pricing Catalog BASE MODEL		
Grove	16B	Grove Truck Mounted Cranes Pricing Catalog BASE MODEL		
Grove	16C	Grove Rough Terrain Crane Pricing Catalog BASE MODEL		
Hammerhead	17A	Hammerhead Moles & Piercing Tools Pricing Catalog BASE MODEL		
Hammerhead	17B	Hammerhead Pipe Ramming Pricing Catalog BASE MODEL		
Hammerhead	17C	Hammerhead Winches Pricing Catalog BASE MODEL		
Hammerhead	17D	Hammerhead Pneumatic Pipe Bursting Pricing Catalog BASE MODEL		
Hammerhead	17E	Hammerhead Static Pipe Bursting Pricing Catalog BASE MODEL		
Hammerhead	17F	Hammerhead Lateral Pipe Bursting Pricing Catalog BASE MODEL		
Harlo	18A	Harlo Rough Terrain Forklifts Pricing Catalog BASE MODEL		
Hitachi	19A	Hitachi Pricing Catalog - Compact Crawler Excavators BASE MODEL		
Hitachi	19B	Hitachi Pricing Catalog - Large Crawler Excavators BASE MODEL		
Hitachi	19C	Hitachi Pricing Catalog - Wheeled Excavators BASE MODEL		
Humdinger Equipment, LTD	61A	Pull Scraper Pricing Catalog BASE MODEL		
Hydrema	62A	Hydrema Off Road Articulated Dump Truck		
Hyundai	20A	Hyundai Crawler Excavator Pricing Catalog BASE MODEL		



Hyundai	20B	Hyundai Wheeled Excavator Pricing Catalog BASE MODEL		
Hyundai	20C	Hyundai Wheeled Loader Pricing Catalog BASE MODEL		
Hyundai	20D	Hyundai Skid Steer Loader Pricing Catalog BASE MODEL		
Hyundai	20E	Hyundai Mini Excavator Pricing Catalog BASE MODEL		
Irock	63A	Irock Screening Equipment		
JCB	21A	JCB North American Machine Price Catalog: Excavators BASE MODEL		
JCB	21B	JCB North American Machine Price Catalog: Mini Excavators BASE MODEL		
JCB	21C	JCB North American Machine Price Catalog: Wheel Loaders BASE MODEL		
JCB	21D	JCB North American Machine Price Catalog: Backhoes BASE MODEL		
JCB	21E	JCB North American Machine Price Catalog: Articulated Trucks BASE MODEL		
JCB	21F	JCB North American Machine Price Catalog: Loadall Material Handlers BASE MODEL		
JCB	21G	JCB North American Machine Price Catalog: Rough Terrain Fork Lifts BASE MODEL		
John Deere Construction	22A	John Deere Commercial Worksite Products Catalog: Compact Excavators BASE MODEL		
John Deere Construction	22B	John Deere Commercial Worksite Products Catalog: Compact Track Loaders BASE MODEL		
John Deere Construction	22C	John Deere Commercial Worksite Products Catalog: Compact Wheel Loaders BASE MODEL		
John Deere Construction	22D	John Deere Commercial Worksite Products Catalog: Skid Steers BASE MODEL		
John Deere	23A	Deere Wheeled Excavator Pricing Catalog BASE MODEL		
John Deere	23B	Deere (Small) Crawler Excavator Pricing Catalog BASE MODEL		
John Deere	23C	Deere (Medium) Crawler Excavator Pricing Catalog BASE MODEL		
John Deere	23D	Deere (Large) Crawler Excavator Pricing Catalog BASE MODEL		
John Deere	23E	Deere (Small) Crawler Dozers Pricing Catalog BASE MODEL		
John Deere	23F	Deere (Medium) Crawler Dozer Pricing Catalog BASE MODEL		
John Deere	23G	Deere (Large) Crawler Dozer Pricing Catalog BASE MODEL		
John Deere	23H	Deere High Speed Dozer Pricing Catalog BASE MODEL		
John Deere	23I	Deere Waste Handler Dozer Pricing Catalog BASE MODEL		
John Deere	23J	Deere Motor Graders Pricing Catalog BASE MODEL		
John Deere	23K	Deere (Small) Wheel Loaders Pricing Catalog BASE MODEL		
John Deere	23L	Deere (Medium) Wheel Loaders Pricing Catalog BASE MODEL		
John Deere	23M	Deere (Large) Wheel Loaders Pricing Catalog BASE MODEL		
John Deere	23N	Deere Waste Handler Wheel Loader Pricing Catalog BASE MODEL		

John Deere	23O	Deere Backhoe Loaders Pricing Catalog BASE MODEL		
John Deere	23P	Deere Track Loader Pricing Catalog BASE MODEL		
John Deere	23Q	Deere Articulated Dump Truck Pricing Catalog BASE MODEL		
John Deere	23R	Deere Landscape Loader Pricing Catalog BASE MODEL		
Kaiser	51A	Kaiser Excavators Pricing Catalog BASE MODEL		
Kawasaki	24A	Kawasaki Wheeled Loader Pricing Catalog BASE MODEL		
Kent	64A	Small & Medium Series Hydraulic Breakers Boom Mounted BASE MODEL		
Kent	64B	Large Series Hydraulic Breakers Boom Mounted BASE MODEL		
Kent	64C	Vibratory Plate Boom Mounted Compaction BASE MODEL		
Kobelco	25A	Kobelco Excavator Pricing Catalog BASE MODEL		
Kobelco	25B	Kobelco Crane Pricing Catalog BASE MODEL		
Komatsu	26A	Komatsu Excavators Pricing Catalog BASE MODEL		
Komatsu	26B	Komatsu Crawler Dozer Pricing Catalog BASE MODEL		
Komatsu	26C	Komatsu Motor Grader Pricing Catalog BASE MODEL		
Komatsu	26D	Komatsu Wheel Loader Pricing Catalog BASE MODEL		
Komatsu	26E	Komatsu Articulated Truck Pricing Catalog BASE MODEL		
K-Tech	27A	K-Tech Scraper Pricing Catalog BASE MODEL		
Kubota	28A	Kubota Pricing Catalog: Excavators BASE MODEL		
Kubota	28B	Kubota Pricing Catalog: Wheel Loaders BASE MODEL		
Kubota	28C	Kubota Pricing Catalog: Backhoes BASE MODEL		
LB Performance/ Blaw Knox	29A	LB Performance/Blaw Knox Pricing Catalog G700 Series Motor Grader BASE MODEL		
LBX	30A	LBX Excavator Pricing Catalog BASE MODEL		
LeeBoy	31A	LeeBoy Motor Grader Pricing Catalog BASE MODEL		
Luigong	32A	Luigong Wheel Loader Pricing Catalog BASE MODEL		
Luigong	32B	Luigong Skid-Steer Loader Pricing Catalog BASE MODEL		
Luigong	32C	Luigong Excavator Pricing Catalog BASE MODEL		
Manitou	33A	Construction Forklifts Pricing Catalog BASE MODEL		
Mauldin	34A	Mauldin Motor Grader Pricing Catalog BASE MODEL		
Mauldin	34B	Mauldin Maintainer Pricing Catalog BASE MODEL		
McLaughlin	35A	McLaughlin Boring Systems Price Catalog: Mighty Mole Machines, Drilling Tools and Accessories BASE MODEL		
McLaughlin	35B	McLaughlin Boring Systems Price Catalog: G2 and Verifier Vision Locating Systems BASE MODEL		
McLaughlin	35C	McLaughlin Boring Systems Price Catalog: Boring Machines BASE MODEL		
McLaughlin	35D	McLaughlin Boring Systems Price Catalog: Vacuums BASE MODEL		
Menzi USA	36A	Menzi Muck Excavator Pricing Catalog BASE MODEL		
Midland	65A	Road Wideners BASE MODEL		

Mobile Track Solutions	66A	Mobile Track Solutions - Tractor and Scraper BASE MODEL		
Morooka	37A	Morooka Track Carrier Pricing Catalog BASE MODEL		
National	38A	National Truck Mounted Crane Pricing Catalog BASE MODEL		
New Holland	39A	New Holland Pricing Catalog: Compact Excavators BASE MODEL		
New Holland	39B	New Holland Pricing Catalog: Dozers BASE MODEL		
New Holland	39C	New Holland Pricing Catalog: Wheel Loaders BASE MODEL		
New Holland	39D	New Holland Pricing Catalog: Skid Steers BASE MODEL		
New Holland	39E	New Holland Pricing Catalog: Compact Track Loaders BASE MODEL		
New Holland	39F	New Holland Pricing Catalog: Tractor Loader Backhoes BASE MODEL		
New Holland	39G	New Holland Pricing Catalog Telehandlers BASE MODEL		
New Holland	39H	New Holland Pricing Catalog Loadstar Products BASE MODEL		
Nor Am	40A	Nor Am Motor Grader Pricing Catalog BASE MODEL		
Okada	68A	Hydraulic Hammers Pricing Catalog		
Paladin Attachments	69A	Paladin Pricing Catalog: Heavy Attachments - Wheel Loader/Backhoe Loader couplers & attachments		
Paladin Attachments	69B	Paladin Pricing Catalog: Heavy Attachments - Mini, Backhoe, & Excavator couplers & attachments		
Paladin Attachments	69C	Paladin Pricing Catalog: Light Attachments - Compact Tractors, Mini Skid Steers/Compact Tool Carriers, Telehandlers, Wheel Loaders, Backhoe Loaders		
Pettibone	41A	Pettibone Telehandler and Forklift Price List - Latest Issue BASE MODEL		
Rosco	70A	Sweepers BASE MODEL		
Sakai	71A	Compaction Equipment Pricing Catalog		
Sany	42A	Sany Excavator BASE MODEL		
Sany	42B	Sany Mini Excavator BASE MODEL		
Sennebogen	72A	Material Handlers BASE MODEL		
Takeuchi	43A	Takeuchi Excavator Pricing Catalog BASE MODEL		
Takeuchi	43B	Takeuchi Track Loader Pricing Catalog BASE MODEL		
Takeuchi	43C	Takeuchi Wheel Loader Pricing Catalog BASE MODEL		
Takeuchi	43D	Takeuchi Skid Steer Loader Pricing Catalog		
Tana	67A	Slow Speed Shredder Pricing Catalog: BASE MODEL		
Tana	67B	Landfill Compactor Pricing Catalog: BASE MODEL		
Terramite	44A	Terramite Compact Tractor Loader Backhoe Price List - Latest Issue BASE MODEL		
Terex	45A	Terex Pricing Catalog: Excavators BASE MODEL		
Terex	45B	Terex Pricing Catalog: Compact Loaders BASE MODEL		
Terex	45C	Terex Pricing Catalog: Compact Track Loaders BASE MODEL		
Terex	45D	Terex Pricing Catalog: Backhoe Loaders BASE MODEL		

Terex	45E	Terex Pricing Catalog: Wheel Loaders BASE MODEL		
Terex	45F	Terex Pricing Catalog: Scrapers BASE MODEL		
Terex	45G	Terex Pricing Catalog: Articulated Trucks BASE MODEL		
Terex	45H	Terex Pricing Catalog: Telehandlers BASE MODEL		
Terex	45I	Terex Pricing Catalog: Skid Steers BASE MODEL		
Terex	45J	Terex Pricing Catalog: Site Dumpers BASE MODEL		
Terex	45K	Terex Pricing Catalog: Tracked Utility Vehicles BASE MODEL		
Terex	45L	Terex Pricing Catalog: Trucks BASE MODEL		
Terex	45M	Terex Pricing Catalog: Articulated Dump Trucks BASE MODEL		
Terex Fuchs	73A	Terex Fuchs Material Handlers RHL BASE MODEL		
Terex Fuchs	73B	Terex Fuchs Material Handlers MHL BASE MODEL		
Terex Trucks Americas	74A	Terex Trucks Americas Pricing Catalog: Articulated Trucks		
TRIC	46A	TRIC Pipe Bursting Tools Catalog BASE MODEL		
TT Technologies	47A	TT Technologies Pipe Ramming Tool Catalog BASE MODEL		
TT Technologies	47B	TT Technologies Static Pipe Bursting Tool Catalog BASE MODEL		
TT Technologies	47C	TT Technologies Pneumatic Pipe Bursting Tool Catalog BASE MODEL		
TT Technologies	47D	TT Technologies Horizontal Boring Tool Catalog BASE MODEL		
Vermeer	48A	Vermeer Rubber Tire Division Price Catalog: Rubber Tire Trenchers, Cable Plows, Compact Loaders BASE MODEL		
Vermeer	48B	Vermeer Track Trencher Division Price Catalog: Trench Compactors, Concrete Cutters, Track Trenchers BASE MODEL		
Vermeer	48C	Vermeer Trenchless/Advanced Control Systems Price Catalog: Bore Planning Equipment, Directional Drilling Locators BASE MODEL		
Vermeer	48D	Vermeer Trenchless Division Price Catalog: Directional Drills, Mud Mixing Systems, Core Saws BASE MODEL		
Vermeer	48E	Vermeer MFG Pricing Catalog: Vac-tron vacuums BASE MODEL		
Volvo	49A	Volvo Pricing Catalog: Hydraulic Crawler Excavators Small (Mini) (below 20,000#)BASE MODEL		
Volvo	49B	Volvo Pricing Catalog: Hydraulic Crawler Excavators Large (above 20,000#)BASE MODEL		
Volvo	49C	Volvo Pricing Catalog: Wheeled Hydraulic Excavators BASE MODEL		
Volvo	49D	Volvo Pricing Catalog: Wheel Loaders Large BASE MODEL		
Volvo	49E	Volvo Pricing Catalog: Wheel Loaders (Compact) BASE MODEL		
Volvo	49F	Volvo Pricing Catalog: Off The Road Articulated Haul Trucks BASE MODEL		
Volvo	49G	Volvo Pricing Catalog: Motor Graders BASE MODEL		

Volvo	49H	Volvo Pricing Catalog: Skid Steer Loaders BASE MODEL		
Volvo	49I	Volvo Pricing Catalog: Backhoe Loaders BASE MODEL		
Volvo	49J	SDLG Wheel Loaders BASE MODEL		
Woodsman	75A	Chippers BASE MODEL		
Yanmar	50A	Yanmar Construction Quick Reference Price List Excavators BASE MODEL		
Yanmar	50B	Yanmar Construction Quick Reference Price List Compact Tractor/Loader/Backhoe BASE MODEL		
Yanmar	50C	Yanmar Construction Quick Reference Price List Wheel Loaders BASE MODEL		
Yanmar	50D	Yanmar Construction Quick Reference Price List Crawler Carriers BASE MODEL		





JOHN DEERE

## Equipment Details

**Dealership:** ROBERT BARTHOLOMEW  
 RDO CONSTRUCTION EQ CO SW  
 2649 NORTH 29TH AVENUE  
 PHOENIX, AZ 850023346  
 Phone: 6024154700

Date August 21, 2015

All amounts are displayed in USD

### 410L BACKHOE LOADER

Code	Description	Qty	List Price
0AB0T	410L BACKHOE LOADER		\$125,375.00

#### Options

#### Required Items:

1065	John Deere PowerTech Plus 4.5L (276 Cu. In.) Engine Meets Final Tier 4 and Stage IV Emissions with Net Peak Power of 113 Hp. For use only in areas where EPA Final Tier 4/EU Stage IV is required.	1	\$14,820.00
------	---	---	-------------

Turbocharged.  
 Wet Sleeve Cylinder Liners.  
 4 Valves / Cylinder.  
 Electronically Controlled HPCR Fuel Delivery System, B20 Biodiesel Compatible.  
 Cooled Exhaust Gas Recirculation.  
 Serpentine Belt with Automatic Belt Tensioner.  
 Enclosed Safety Fan Guard.  
 Vertical Spin-On Engine Oil Filter.  
 Spin-On Fuel Filter with Water Separator.  
 Dual Safety Element Dry-Type Air Cleaner with Evacuator Valve.  
 Underhood Exhaust Filter and Catalysts with Evacuator Valve.  
 Automatic Exhaust Filter Regeneration.  
 Glow Plugs.  
 Electronically controlled, variable-speed cooling fan.

1700	JDLink Ultimate Cellular for the Americas, excluding Costa Rica includes JDLink hardware: integrated cab wiring harness, antenna, modular telematics gateway (MTG), and JDLink Ultimate activation.	1	In Base Price
------	--	---	---------------

JDLink utilizes cellular and satellite technology infrastructure

that is outside the control of John Deere. Changes to that infrastructure may require customers to purchase compatible JDLink hardware to restore functionality.

Includes 3 year subscription. Annual subscription renewal required after 3 years for continued functionality. JDLink customer account must be created to access JDLink Ultimate data. Go to [www.StellarSupport.com](http://www.StellarSupport.com) to renew or update JDLink subscriptions.

Use of this service, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at [www.JohnDeere.com/Agreements](http://www.JohnDeere.com/Agreements). If these terms and conditions are not agreeable do not proceed and do not use the service.

2015	Canopy (ROPS/FOPS) Isolation mounted Modular design ROPS/FOPS Level 2 (meets ISO 3449 & ISO 3471 / SAE J1040) Molded roof. Molded floor mats if Code 5285 is ordered . Mechanical Suspension Deluxe, Vinyl, Swivel Seat with Lumbar Adjustment and Arm Rests, Fully Adjustable. 3 In. Retractable Seat Belt. (2) front driving/working halogen lights - 32,500 Candlepower Each (2) rear working halogen lights - 32,500 Candlepower Each (6) additional work roof lights adds 2 front, 2 rear and 1 on each side of roof (4) turn signal/flashing/rear stop/tail lights - 2 front and rear (2) rear reflectors	1	In Base Price
2401	English Decals with English Operator and Safety Manuals Includes English decals installed and English language operator's manual and parts book	1	In Base Price
3065	Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential and 5F/3R Powershift Transmission Includes torque converter with electrically actuated twist grip TCL in 1st through 5th gears.	1	In Base Price
4466	Galaxy 21L 24 in. 12 PR Rear & 12.5/80-18 10PR Front Requires Axle Code 3065 or 3095.	1	In Base Price
5225	Mechanical Controls, Two Lever, ISO (DEERE)	1	In Base Price
5400	Less Coupler	1	In Base Price
5656	24" (610 mm) Wide, Heavy-Duty, 7.5 Cu. Ft. (0.21 Cu. M.) Capacity Bucket Bucket includes TK Teeth.	1	\$1,308.00
6020	Extendible Dipperstick Extended stabilizer legs.	1	\$8,141.00
6220	Auxiliary Hydraulic with One Way Flow (Hammer) Includes plumbing to end of dipperstick. Requires code 6020.	1	\$3,978.00
7025	Two-Function Loader Hydraulics, Single Lever	1	In Base Price
7645	1.3 Cu. Yd. (1.0 Cu. M.) 92 in. (2.34 m) wide Heavy Duty Long Lip Bucket with Bolt on Cutting Edge and with Skid Plates	1	\$3,105.00



8485	1250 Lb. (567 kg) Front Counterweight	1	\$1,711.00
8635	Single Battery With Disconnect and Jump Post	1	\$250.00
<b>Optional Items:</b>			
9045	Chrome Exhaust Extension	1	\$173.00
9505	Full MFWD Driveshaft Guard	1	\$417.00
9110	Ride Control	1	\$1,935.00
9920	Exterior Rear View Mirrors (2)	1	\$334.00
9118	Tilt Steering - Canopy	1	\$546.00
9060	Front View Mirror	1	\$80.00
9210	Left Side Console Storage with Cup Holders	1	\$79.00
9905	Strobe Light	1	\$572.00
<b>Configuration Total:</b>			<b>\$162,824.00</b>

### Summary

Equipment Totals (Includes "Other Charges")	Qty	Each	Extended
410L BACKHOE LOADER	1	\$162,824.00	\$162,824.00

---

Price and availability subject to change without notice. Taxes, extended warranty and freight charges are extra.  
Some additional charges may apply.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
RDO EQUIPMENT COMPANY**

**EXHIBIT C  
Scope of Work**

**PROJECT**

Purchase of two (2) John Deere 410L backhoes.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
RDO EQUIPMENT COMPANY**

**EXHIBIT D**

**METHOD AND AMOUNT OF COMPENSATION**

Method of payment is provided in Section 3 of the Agreement. The amount of compensation for the purchase of two (2) 2015 John Deere 410L backhoes is provided in the attached HGACBuy Contract Pricing Worksheet per contract No. EM06-15.

**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 \$212,806.

**DETAILED PROJECT COMPENSATION**

In accordance with the terms and conditions of this agreement and award pursuant to Houston-Galveston Area Council Contract No. EM06-15, the City is retaining RDO Equipment Company for the purchase of two (2) John Deere 410L backhoes with Ext Dipperstick, Aux HYD, MFWD Front Axle, 1.3 YD Loader Bucket, 1250 lb FRT CTR WGT, JD Link GPS 3 YR, Ride Control, Powershift Transmission.



## Legislation Description

---

**File #:** 15-649, **Version:** 1

---

**AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF AUTOMOTIVE AND EQUIPMENT PARTS, TIRES AND ACCESSORIES WITH MOVING FORWARD ARIZONA, LLC, DOING BUSINESS AS NORTH VALLEY MOTOR SPORTS**

Staff Contact: Jack Friedline, Director, Public Works

### **Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Moving Forward Arizona, LLC, doing business as (dba) North Valley Motor Sports, for the purchase of parts, tires and accessories for Honda police motorcycles in an amount up to \$20,000 for the initial term, effective upon signing of the agreement and running through June 30, 2016; and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional three years, in one-year increments, based on the annual renewal of Contract No. P-10210-19 by the City of Phoenix, in an amount not to exceed \$80,000 over the full four-year period.

### **Background**

Public Works maintains a diverse fleet of vehicles and associated equipment used to support key city operations including police and fire services, solid waste collection and disposal divisions, transportation services transit division, and water services distribution, collection and reclamation divisions. The purchase of parts, service and accessories for the repair of Honda police motorcycles from outside vendors is required to keep vehicles and machinery functioning properly. The cost for this service is charged back to the responsible departments.

North Valley Motor Sports was awarded a bid by the City of Phoenix for the purchase of automotive and equipment parts 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. P-10210-19 was awarded on June 3, 2014 and ends on June 30, 2016, and includes an option to renew the term of the contract for an additional three years, in one-year periods, allowing the contract to be extended through June 30, 2019.

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 city's agreement with North Valley Motor Sports will be effective upon signing of the agreement and run through June 30, 2016. Should Council approve the requested authorization for the City Manager to renew the agreement, and with the annual renewal of the City of Phoenix contract, the city's agreement with North Valley Motor Sports may be extended for an additional three years, in one-year increments, with a final termination date of June 30, 2019. This is a request for expenditure authority only and does not mean that the city will expend the full annual authorized amount of \$20,000 with North Valley Motor Sports.

The expeditious repair of police motorcycles is necessary for the equipment to be available for the delivery of essential services to Glendale citizens and customers.

**Community Benefit/Public Involvement**

The use of outside vendors supplements internal service capacity and allows for the most expeditious return of vehicles and equipment to city operations for smooth and uninterrupted delivery of service to the public.

Cooperative purchasing 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 2015-16 Public Works Department operating and maintenance budget. Expenditures with North Valley Motor Sports are estimated to be \$20,000 for the initial contract year, with a not to exceed amount of \$80,000 over the entire term of the agreement.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$20,000</b>	<b>2590-18300-518200, Fleet Management</b>

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  
MOVING FORWARD ARIZONA, LLC DBA NORTH VALLEY MOTOR SPORTS**

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 North Valley Motor Sports, an Arizona corporation ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On June 3, 2014, under the S.A.V.E cooperative purchasing agreement, the City of Phoenix entered into a contract with Contractor to purchase the goods and services described in the Automotive and Equipment Parts Contract P-10210-19, which is attached hereto as Exhibit A. The Automotive and Equipment Parts Contract permits its cooperative use by other governmental agencies including the City. The Automotive and Equipment Parts Contract is hereinafter referred at as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

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

- 1. **Term of Agreement.** The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was June 3, 2014, until the date the contract expires on June 30, 2015, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond June 30, 2019. The initial period of this Agreement therefore is the period from the

Effective Date of this Agreement until June 30, 2016. The City, however, may renew the term of this Agreement for 3 one-year periods until the Cooperative Purchasing Agreement expires on June 30, 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 a one-year renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed twenty thousanddollars (\$20,000).

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

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

City of Glendale  
c/o  
Montana Slack  
6210 W. Myrtle Ave. Suite 111  
Glendale, Arizona 85301-1700

and

North Valley Motor Sports  
c/o Cheryle Jubran  
14827 N Cave Creek Rd  
Phoenix, Arizona 85032

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

North Valley Motor Sports  
an Arizona Corporation

By: \_\_\_\_\_  
Richard A. Bowers  
Acting City Manger

By: Cheryl Jubran  
Name: Cheryl Jubran  
Title: Parts Manager

ATTEST:

\_\_\_\_\_  
Pamela Hanna (SEAL)  
City Clerk


APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney



**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
MOVING FORWARD ARIZONA, LLC DBA NORTH VALLEY MOTOR SPORTS**

**EXHIBIT A  
(CONTRACT)**

	<b>CONTRACT AMENDMENT</b>		<b>CITY OF PHOENIX</b> Procurement Division 251 W. Washington Street 8th Floor Phoenix, AZ 85003 Phone: (602) 262-7181
	Date:	June 15, 2015	
	Purchasing Contract #:	IFB 14-123	
	SAP Contract #	P-10210-19	
	City Clerk Contract #:	138421	
Amendment Number:	1		

Contract Title: Automotive and Equipment Parts

Contractor: North Valley Motorsports

**THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:**

**EXTENSION**

The contract is being extended from July 1, 2015 through June 30, 2016 per Section III - Special Terms and Conditions, Paragraph 8, Option to Extend.

CITY CLERK DEPT.  
2015 JUL 14 PM 1:32

Buyer Name: Larry Jue

**ALL OTHER PRICES, TERMS, AND CONDITIONS OF THE CONTRACT WILL REMAIN THE SAME**

Contractor hereby acknowledges receipt of and agreement with the amendment. A signed copy must be returned to the Procurement Division.

*Cheryl Jubran*  
Signature

*Cheryl Jubran Parts Manager*  
Typed/Printed Name and Title

Date: 6/24/15

*[Signature]*  
Deputy Finance Director/Jim Campion

ATTEST:

*[Signature]*  
Deputy City Clerk



**APPROVED AS TO FORM**

Approved as to form this 7th day of August 2006 Assistant City Attorney, Mary Finnerty  
"This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form of document is altered."  
Page 1 of 1



138421--0

**CITY OF PHOENIX**  
**Procurement Division**

**INVITATION FOR BID**  
**IFB 14-123 (LD)**

**AUTOMOTIVE AND EQUIPMENT PARTS - REQUIREMENTS CONTRACT**

**CONTACT PERSON**  
**Linda Duarte**  
**Procurement Supervisor**  
**602-262-7789**  
**[linda.duarte@phoenix.gov](mailto:linda.duarte@phoenix.gov)**



## TABLE OF CONTENTS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

### **Instructions**

Solicitation Response Checklist  
Introduction  
Vendor Management Registration  
Schedule of Events  
Obtaining a Copy of the Solicitation and Addenda  
Preparation of Bid  
Addenda  
Licenses  
Certification  
Submission of Bid  
Withdrawal of Offer  
Bid Results  
Award of Contract  
City's Right to Disqualify for Conflict of Interest  
Offeror's Compliance with Health, Environmental and Safety Requirements  
Solicitation Transparency Policy  
Protest and Appeals Process

### **Section I**

### **Standard Terms and Conditions**

Definition of Key Words Used in the Solicitation  
Contract Interpretation  
Contract Administration and Operation  
Costs and Payments  
Contract Changes  
Risk of Loss and Liability  
Warranties  
City's Contractual Rights  
Contract Termination

### **Section II**

### **Special Terms and Conditions**

### **Section III**

### **Scope**

### **Section IV**

### **Submittals**

### **Section V**

### **Attachment**

### **Section VI**



## SECTION I - INSTRUCTIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

Please read this before continuing on to the bid document.

### SOLICITATION RESPONSE CHECK LIST

Check off each of the following as the necessary action is completed.

- 1. All forms have been signed. All of Section V, Submittals, is included.
- 2. The prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. Any required drawings or descriptive literature have been included.
- 5. The delivery information block has been completed.
- 6. If required, the amount of the bid surety has been checked and the surety has been included.
- 7. Review the insurance requirements, if any, to assure you are in compliance.
- 8. The specified number of copies of your offer has been included.
- 9. Any addenda have been signed and are included.
- 10. The mailing envelope has been addressed to:  
City of Phoenix, Procurement, 8th Floor, 251 W. Washington Street, Phoenix, AZ 85003.  
  
The mailing envelope clearly shows:  
Your company name and address, the solicitation number, and the bid opening date.
- 11. The response will be mailed in time to be received no later than 2:00 p.m. local Arizona time.



## SECTION I - INSTRUCTIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

### 1. INTRODUCTION

The City of Phoenix invites sealed bids for **AUTOMOTIVE AND EQUIPMENT PARTS** for a one-year period commencing on or about July 1, 2014, in accordance with the specifications and provisions contained herein.

This solicitation is available in large print, Braille, audio tape, or computer diskette. Please call (602) 262-7181/Fax (602) 534-1933 or TTY (602) 534-5500 for assistance.

### 2. SOLICITATION NOTICE

A notice of this solicitation was issued via the City's Vendor Management System (<http://bizopps.phoenix.gov>) using the following commodity codes. To receive any future notifications regarding this solicitation, companies and/or individuals must register with the City's Vendor Management System and select one or more of the following codes:

A. 060-00: Automotive and Trailer Equipment and Parts

### 3. VENDOR SELF REGISTRATION

Any Offeror that is recommended for contract award resulting from this solicitation must be registered in the City's on-line Vendor Management System (VMS) prior to issuance of a contract award or purchase order. Access to the VMS for registration purposes is available at <http://bizopps.phoenix.gov>. The City may, at its sole discretion, reject any offer from an Offeror who has not registered in VMS within three (3) business day following award notice.

### 4. SCHEDULE OF EVENTS

**Bid Due Date:** March 28, 2014 at 2:00 p.m.  
Local Arizona Time

**Bid Submittal Location:** Calvin Goode Building  
City of Phoenix Finance Department  
Procurement Division  
251 W. Washington Street, 8th Floor  
Phoenix, AZ 85003

---

**Pre-bid Conference Date:** March 3, 2014 at 1:00 p.m.  
Local Arizona Time

**Pre-bid Location:** Calvin Goode Building  
City of Phoenix Finance Department  
Procurement Division  
251 W. Washington Street, 8th Floor  
Phoenix, AZ 85003

City reserves the right to change dates and/or locations as necessary.

### 5. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA

Interested offerors may download the complete solicitation and addenda from <http://phoenix.gov/business/contract/opportunities/goods/finnumb/index.html>. Internet access is available at all public libraries. Any interested offerors without Internet access may obtain this solicitation by calling (602) 262-7181 or picking up a copy during regular business hours at the City of Phoenix Finance Department, Procurement Division, 251 W. Washington Street, 8th Floor, Phoenix, AZ.



## SECTION I - INSTRUCTIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

### 6. PREPARATION OF BID

**6.1** All forms provided in Section V, Submittal, must be completed and submitted with your bid. It is permissible to copy Section V forms if necessary. Erasures, interlineations, or other modifications of your bid shall be initiated in original ink by the authorized person signing the bid. No bid shall be altered, amended or withdrawn after the specified bid due time and date. The City is not responsible for offeror's errors or omissions. All time periods stated as a number of days shall be calendar days.

Any submission of an alternate term or condition to Sections I, II or III with your offer may result in rejection of your bid. This solicitation is deemed to be thorough and complete as to the city's needs.

**6.2** It is the responsibility of all offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:

- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- B. Study and carefully correlate Offeror's knowledge and observations with the IFB document and other related data.
- C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which an Offeror has discovered in or between the IFB document and such other related documents.

**6.3** The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

**6.4** Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that bids submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Bids offering less than the minimums specified are not responsive and should not be submitted.

**6.5** Bid responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Bids submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.

**6.6** If provisions of the detailed specifications preclude an otherwise qualified offeror from submitting a bid, a written request for modification must be received by the Deputy Finance Director at least seven (7) calendar days prior to the bid opening. The City may issue an addendum to this solicitation of any approved specification changes.



## SECTION I - INSTRUCTIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

- 6.7 Prices shall be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail unless obviously in error.
- 6.8 Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. **For the purposes of determining the lowest cost, the city will not take the tax into consideration.** Taxes must be listed as a separate item on all invoices.

### 7. ADDENDA

The City of Phoenix shall not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the bidding instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum, which will be available at <http://phoenix.gov/business/contract/opportunities/goods/finnumb/index.html> or by calling (602) 262-7181. The offeror shall acknowledge receipt of any/all addendum by signing and returning the document with the bid submittal.

### 8. LICENSES

If required by law for the operation of the business or work related to this Bid, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

### 9. CERTIFICATION

By signature in the offer section of the Offer and Acceptance page, offeror certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The offeror shall not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- 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.

### 10. SUBMISSION OF BID

Bids must be in the actual possession of the Procurement Division on or prior to the exact time and date indicated in the Schedule of Events. Late bids shall not be considered. The prevailing clock shall be the City Finance Department, Procurement Division's clock.

Bids must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

Offeror's Name  
Offeror's Address (as shown on the Certification Page)  
IFB Number  
IFB Title

All bids must be completed in ink or typewritten. Include the number of copies indicated in the Submittal section.

### 11. WITHDRAWAL OF OFFER





## SECTION I - INSTRUCTIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

At any time prior to the solicitation due date and time, a offeror (or designated representative) may withdraw the bid by submitting a request in writing and signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

### 12. BID RESULTS

Bids will be opened on the bid due date, time and location indicated in the Schedule of Events at which time the name of each offeror and the prices shall be read. Bids and other information received in response to the Invitation for Bid shall be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Bids are not available for public inspection until after award recommendation has been posted on the City's website.

A preliminary bid tabulation will be posted on the Procurement Division's website, <http://phoenix.gov/business/contract/opportunities/goods/fintabsnumb/index.html> within five (5) calendar days of the bid opening. The information on the preliminary tabulation will be posted as it was read during the bid opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the bids an award recommendation will be posted on the website. No further notification will be provided to unsuccessful offerors.

### 13. AWARD OF CONTRACT

Unless otherwise indicated, award(s) will be made to the lowest responsive, responsible offeror(s) who are regularly established in the service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner. Factors that will be considered by the City include:

- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This includes performance history on past and current government or industrial contracts.
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation.
- Safety record.

Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all bids or portions thereof; or (3) reissue a solicitation.

A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Bids do not become contracts until they are executed by the Deputy Finance Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, unless any of the terms, conditions, or specifications are modified by an addendum or contract amendment.

### 14. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST

The City reserves the right to disqualify any offeror on the basis of any real or apparent conflict of interest that is disclosed by the bid submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any offeror submitting a bid herein waives any right to object now or at any future time, before any body or agency, including but not limited to, the City Council of the City of Phoenix or any court.



## SECTION I - INSTRUCTIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

**15. OFFEROR'S COMPLIANCE WITH HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS**

The Offeror's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of the City representatives, the offeror shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training and records, permits, etc.) applicable to services requested.
- A list of all Federal, State and local citations or notice of violations (including but not limited to EPA, OSHA, Maricopa County) issued against the Offeror or their subcontractors including dates, disposition and resolutions.

The City further reserves the right to make unannounced inspections of the Offeror's facilities (during normal business hours).

**16. SOLICITATION TRANSPARENCY POLICY**

Beginning on the date the solicitation is issued and until the date the contract is awarded or the solicitation withdrawn, all persons or entities that respond to the solicitation for the automotive and equipment parts, including their employees, agents, representatives, proposed partner(s), subcontractor(s), joint venturer(s), member(s), or any of their lobbyists or attorneys, (collectively, the Offerors will refrain, from any direct or indirect contact with any person (other than the designated procurement officer) who may play a part in the selection process, including members of the evaluation panel, the City Manager, Assistant City Manager, Deputy City Managers, Department heads, the Mayor and other members of the Phoenix City Council. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff who are not involved in the selection process

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through Linda Duarte, conducted in person at 251 West Washington, Phoenix, Arizona, 85003, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective offerors.

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. Offerors that violate this policy shall be disqualified.

**17. PROTEST PROCESS**

Staff recommendations to award the contract(s) to a particular offeror or offerors shall be posted on the Procurement Division's website <http://phoenix.gov/business/contract/opportunities/goods/fintabsnumb/index.html> . Any



## SECTION I - INSTRUCTIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

unsuccessful offeror may file a protest no later than 7 calendar days after the recommendation is posted on the website. All protests shall be in writing, filed with the Procurement Authority identified in the solicitation and include the following:

- Identification of the IFB or other solicitation number;
- The name, address and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

The Procurement Authority will render a written decision within 14 calendar days after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is completed.



## SECTION II - STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

### 1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.

**Should:** Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the City may, at its sole option, ask the offeror to provide the information or evaluate the offer without the information.

**May:** Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions shall apply:

"A.R.S."	Arizona Revised Statute
"Offeror"	Any person or firm submitting a competitive bid in response to a solicitation such as an Invitation for Bid (IFB) or Request for Quotation (RFQ).
"Broker, Packager, Manufacturer's Representative, Jobber"	A firm that is not a manufacturer or regular dealer as defined herein and whose role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain services, materials, equipment or product.
"Buyer"	City of Phoenix, City Procurement Division staff person responsible for the solicitation.
"CBP"	U.S. Customs and Border Control.
"City"	The City of Phoenix
"Contractor"	The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
"Contract/Agreement"	The legal agreement executed between the City of Phoenix, AZ and the Contractor.
"Contract Representative"	The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
"Days"	Means calendar days unless otherwise specified.
"Deputy Finance Director"	The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.
"Employer"	Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state



**SECTION II - STANDARD TERMS AND CONDITIONS**

**CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181**

and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

- "EPA" Environmental Protection Agency
- "FIFRA" Federal Insecticide, Fungicide and Rodenticide Act
- "FIS" Federal Inspection Services.
- "Manufacturer" A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles or equipment required under the contract.
- "Offer" Means bid or quotation.
- "Regular Dealer" A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. An established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- "Solicitation" Means an Invitation for Bid (IFB) or Request for Quote (RFQ).
- "Suppliers" Firms, entities or individuals furnishing goods or services directly to the City.
- "Vendor" A seller of goods or services.

**2. CONTRACT INTERPRETATION**

- 2.1 APPLICABLE LAW:** This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in Maricopa County, State of Arizona.
- 2.2 IMPLIED CONTRACT TERMS:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- 2.3 CONTRACT ORDER OF PRECEDENCE:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:

- A. Special terms and conditions



## SECTION II - STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

- B. Standard terms and conditions
- C. Statement or scope of work
- D. Specifications
- E. Attachments
- F. Exhibits
- G. Instructions to Offerors
- H. Other documents referenced or included in the Invitation for Bid.

**2.4 ORGANIZATION – EMPLOYMENT DISCLAIMER:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the City harmless with respect thereto.

**2.5 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.

**2.6 NON-WAIVER OF LIABILITY:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

**2.7 PAROLE EVIDENCE:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

### 3. CONTRACT ADMINISTRATION AND OPERATION

**3.1 RECORDS:** All books, accounts, reports, files and other records relating to the contract shall be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City.

**3.2 PUBLIC RECORD:** All bids submitted in response to this invitation shall become the property of the City and become a matter of public record available for review pursuant to Arizona State law.



## SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

If an offeror believes that a specific section of its bid response is confidential, the offeror shall isolate the pages marked confidential in a specific and clearly labeled section of its bid response. The offeror shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and the City Procurement Division will review the material and make a determination.

- 3.3 CONFIDENTIALITY AND DATA SECURITY:** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this agreement is confidential, proprietary information owned by the City. Except as specifically provided in this agreement, the Contractor shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager, or his/her designee. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

In the event that data collected or obtained by the Contractor in connection with this agreement is believed to have been compromised, Contractor shall notify the City Privacy Officer immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

Contractor agrees that the requirements of this section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section shall be deemed to cause irreparable harm justifies injunctive relief in court. A violation of this section may result in immediate termination of this agreement without notice.

The obligations of Contractor under this section shall survive the termination of this agreement.

- 3.4 DISCRIMINATION PROHIBITED:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

Any supplier/lessee in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations



## SECTION II - STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract.

Supplier/lessee further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by supplier/lessee.

- 3.5 LICENSES AND PERMITS:** Contractor shall keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
- 3.6 ADVERTISING:** Contractor shall not advertise or publish new releases concerning this contract without the prior written consent of the Deputy Finance Director, and the City shall not unreasonably withhold permission.
- 3.7 EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 3.8 OWNERSHIP OF INTELLECTUAL PROPERTY:** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be considered work for hire and the City shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the City requesting the issuance of this contract shall own (for and on behalf of the City) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the City, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the City and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the City. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any other entity without the express written authorization of the City. If by operation of law, the Intellectual Property is not owned in its entirety by the City automatically upon its creation, then Contractor agrees to assign and hereby assigns to the City the ownership of the Intellectual Property. The Contractor agrees to take such further action and execute and deliver such further agreements and other instruments as the City may reasonably request to give effect to this section 3.8.

It is expressly agreed by Contractor that these covenants are irrevocable and perpetual.

- 3.9 HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS:** The Contractor's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of City representatives, the Contractor shall provide the City:





## SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

- Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract
- A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

The City shall have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City shall also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Offeror's facilities (during normal business hours).

- 3.10 COMPLIANCE WITH LAWS:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether or not they are referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance.

Because the Contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

- 3.11 LAWFUL PRESENCE REQUIREMENT:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

- 3.12 CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor shall continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

- 3.13 EMERGENCY PURCHASES:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

- 3.14 STRICT PERFORMANCE:** Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

#### 4. COSTS AND PAYMENTS



## SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

- 4.1 **PAYMENT TERMS:** The City shall make every effort to process payment for the purchase of material or services within 30 calendar days after receipt of a correct invoice unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the bid.
- 4.2 **PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- 4.3 **LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.
- 4.4 **DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.5 **NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.
- 4.6 **FUND APPROPRIATION CONTINGENCY:** The Vendor recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- 4.7 **MAXIMUM PRICES:** The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid. Offeror certifies, by signing this bid that the prices offered are no higher than the lowest price the Offeror charges other buyers for similar quantities under similar conditions. Offeror further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Offeror shall promptly notify the City of such price reductions.
- 4.8 **F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless otherwise specified elsewhere in this solicitation.

### 5. CONTRACT CHANGES

- 5.1 **CONTRACT AMENDMENTS:** Contracts shall be modified only by a written contract amendment signed by the Deputy Finance Director and persons duly authorized to enter into contracts on behalf of the Contractor.
- 5.2 **ASSIGNMENT - DELEGATION:** No right or interest in this contract nor monies due thereunder shall be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor shall be made without prior written permission of the Deputy Finance Director, which may be withheld for good cause. Any assignment or delegation made in violation of this section shall be void.



## SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

- 5.3 **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Phoenix. The City reserves the right to obtain like goods or services from another source when necessary.
- 5.4 **AUTHORIZED CHANGES:** The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the Deputy Finance Director prior to the institution of the change.

### 6. RISK OF LOSS AND LIABILITY

- 6.1 **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction shall not release seller from any obligation hereunder.
- 6.2 **ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.
- 6.3 **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.
- 6.4 **INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK.** The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any



**SECTION II - STANDARD TERMS AND CONDITIONS**

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

third parties arising out of contract performance or use by the City of materials furnished or work performed under this contract.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Phoenix and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the seller that these covenants are irrevocable and perpetual.

- 6.5 FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure shall not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

- 6.6 LOSS OF MATERIALS:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

- 6.7 DAMAGE TO CITY PROPERTY:** Contractor shall perform all work so that no damage to the building or grounds results. Contractor shall repair any damage caused to the satisfaction of the City at no cost to the City.

Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish to match existing material as approved by the City at Contractor's expense.

**7. WARRANTIES**

- 7.1 GUARANTEE:** Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from date of acceptance by the City against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item



## SECTION II - STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

shall be replaced or repaired by the Contractor at no obligation to the City except where it be shown that the defect was caused by misuse and not by faulty design.

- 7.2 QUALITY:** Contractor expressly warrants that all goods or services furnished under this contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors, and assigns.
- 7.3 RESPONSIBILITY FOR CORRECTION:** It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give the City first priority. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.
- 7.4 LIENS:** Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or his subcontractors in the performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied, before the City will make payment.
- 7.5 QUALITY STANDARDS OF MATERIAL AND SERVICES:** If desired by the City, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the City to determine that the material(s) submitted for bid conform to the bid specifications. The cost of testing, dissection or analysis shall be borne by the offeror.
- 7.6 REPAIR AND REPLACEMENT PARTS:** Repair or replacement parts for existing equipment may be accomplished by the Contractor using other than original equipment manufacturer's (OEM) parts. However, all parts or equipment furnished must be equal or exceed that of the original equipment manufacturer(s) in material and warranty.
- 7.7 WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

### 8. CITY'S CONTRACTUAL RIGHTS



## SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

- 8.1 RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.
- 8.2 NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
- 8.3 DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- 8.4 ON TIME DELIVERY:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Offeror.
- 8.5 DEFAULT:** In case of default by the offeror, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 8.6 COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
- 8.7 ESTIMATED QUANTITIES OR DOLLAR AMOUNTS (REQUIREMENTS CONTRACTS ONLY):** Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period, except that the estimated quantity shown for each bid item shall not be exceeded by 10 percent without the express written approval of the Deputy Finance Director, Procurement Division. Any demand or order made by any employee or officer of the City of Phoenix, other than the Deputy Finance Director, Procurement Division or designated representative, for quantities in excess of the estimated quantities and dollar amounts shall be void if the written approval of the Deputy Finance Director was not received prior to the Contractor's performance.
- 8.8 COST JUSTIFICATION:** In the event only one response is received, the City may require that the offeror submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.



## SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

- 8.9 WORK PRODUCT, EQUIPMENT AND MATERIALS:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to City all rights and interests Contractor may have in the materials it prepares under this contract, including any right to derivative use of the material.

### 9. CONTRACT TERMINATION

- 9.1 GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 9.2 CONDITIONS AND CAUSES FOR TERMINATION:** This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;

In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.

Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.



**SECTION II - STANDARD TERMS AND CONDITIONS**

**CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181**

- 9.3 CONTRACT CANCELLATION:** All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.





## SECTION III – SPECIAL TERMS AND CONDITIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

1. **FOB POINT**  
Prices quoted shall be FOB destination and delivered, as required, to various City of Phoenix locations.
2. **PRICE**  
All prices submitted shall be firm and fixed for the initial one year contract period. Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing with thirty (30) days advance notice. Requests shall be accompanied with written documentation from the manufacturer confirming the price increase. The City will be the sole judge in determining the allowable increase amount. Price adjustment requests shall be sent to IFB 14-123 (LD), 251 W Washington St, 8<sup>th</sup> floor, Phoenix, AZ 85003. Price increases agreed to by any staff other than Deputy Finance Director are invalid. The contractor acknowledges and agrees that it will repay all monies paid a requested price increase unless the price increase was specifically approved in writing by the Deputy Finance Director.
3. **MULTIPLE AWARDS**  
The City reserves the right to award to more than one (1) contractor. The City's decision will be based upon the ability of the primary source to supply acceptable goods or services within the City's time requirements. The City's decision to utilize multiple contractors shall be final and conclusive.
4. **AWARD**  
Award will be made on an "all or none" basis by group. For any group, discount or mark up percentage must be shown for each item within the group. Offers without individual item discount percentage listed will be considered as non-responsive and rejected.
5. **CONTRACT AWARD**  
The City reserves the right to award a contract by individual line items or alternatives, by category of line items or alternatives, or to make an aggregate award of all line items, whichever is most advantageous to the City. If the Procurement Officer determines that the aggregate award of all line items approach is not in the City's best interest, any Offers submitted as being "all or none" shall be rejected.
6. **OPTION TO EXTEND**  
The City may, at its option and with approval of the Contractor, extend the period of this contract up to four additional year(s), in increments of up to one year.
7. **NEW PRODUCT AVAILABILITY**  
The City intends to award contracts for specified products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City, in its sole discretion, may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:
  - A. A formal announcement from the manufacturer that the product or model has been discontinued.
  - B. Documentation from the manufacturer that names the replacement product or model.
  - C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.



## SECTION III – SPECIAL TERMS AND CONDITIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

- D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all functions or uses of the discontinued product or model.
- E. Documentation confirming that the price for the replacement is the same as, or less, than the discontinued item.

### 8. **SUBSTITUTION OF SPECIFIED ITEMS**

Whenever in the specifications any item or process is requested or specified by manufacturer name, proprietary name or patent, such specifications shall be used for the purpose of facilitating descriptions of the item or process and shall be followed by the words "or equal." The Offeror may offer any item or process that is equal in every respect. However, if the item or process delivered is not, in the opinion of the City of Phoenix, equal in every respect to the specifications then the Offeror must furnish the item or material with one that in, the opinion of the City of Phoenix, is equal.

### 9. **PRODUCT DISCONTINUANCE**

The City may award contracts for particular products and/or models of equipment as a result of the solicitation. In the event that a product or model is discontinued by the manufacturer, the City, at its sole discretion, may allow the contractor to provide a substitute for the discontinued item. Contractor shall request permission to substitute a new product or model and provide the following:

- A. A formal announcement from the manufacturer that the product or model has been discontinued.
- B. Documentation from the manufacturer that names the replacement product or model.
- C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
- D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- E. Documentation from the manufacturer confirming the price for the replacement item.

Deputy Finance Director will be the sole judge in determining the allowable substitute, new product or model change for discontinued item.

### 10. **METHOD OF ORDERING – (AUTO STORES)**

Individuals specifically authorized by the Deputy Finance Director, Procurement Division, will place verbal orders directly to the Contractor with an Auto Stores Parts Requisition (APR) number or Contract Order Release (COR). A copy of the APR or COR will not be mailed to the Contractor. Contractors packing slips/delivery tickets shall identify each item with a part number, description and be individually priced. Each packing slip or delivery ticket shall also include the APR or COR number and be signed.

### 11. **DISCOUNT OR MARKUP**

All discounts and/or markup offered shall be firm and fixed for the specified contract period. Discounts offered must be expressed as a single percentage (%) figure for each contract item. Offers containing chain or multiple discounts may be considered non-responsive.

### 12. **CATALOGS AND/OR PUBLISHED PRICE LIST**

Solicitations shall be submitted on the basis of a discount from a manufacturer's most recent Published Catalogs(s).

All product catalogs shall be provided in either electronic or paper copy using properly identified,



**SECTION III – SPECIAL TERMS AND CONDITIONS**

**CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181**

and dated as to issuance and effectiveness. Electronic copies of the catalogs are preferred. Accessory information will likewise be sufficiently detailed so as to cover all components and their individual parts that would be installed on the vehicle.

**Electronic Copy – Internet connectivity is preferred.** If not available via internet, either compact disc (CD), digital versatile disc (DVD) or electronic media will be accepted, formatted to City software. One (1) electronic copy each of the manufacturer book shall be supplied. The manufacturer's catalog number used for each accessory shall also be provided. Electronic copies shall be presented in a word or text searchable format acceptable by the City.

A release shall be provided allowing the City of Phoenix the rights to install electronic copies to the City's intranet website. Access to manufacturer's websites is acceptable in lieu of paper, CD, or DVD; however, access must be operable to the City during the term of agreement.

If only a printed format is available, a total of two (2) copies each of the manufacturer catalog shall be supplied. One (1) copy of the complete technical specifications, cut/tear sheets, brochures, pictures, drawing, etc to be used by City for reference.

Revised Published Price Lists may be used as a means of price adjustment. However, all bids are to be firm for a period of ninety (90) days after the bid opening date and Revised Price Lists will not be accepted by the City until after that date. Revised Published Price Lists will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists, by the manufacturer. Price adjustments will not be made for changes in freight costs.

Revised catalog(s) will not become effective until revised list(s) are submitted to the City identifying the applicable IFB and contract agreement number. Thereafter, catalogs will be considered are submitted within ninety (90) days of advance notice. Contractor cover letter and catalog information must be date, signed, and submitted to: Current IFB 14-123, City of Phoenix Finance – Procurement, 251 West Washington Street, Phoenix AZ 85003, 251 W. Washington Street, 8th Floor, Phoenix, Arizona 85003 or email to the Finance Cognizant Buyer.

**13. REPLACEMENT PARTS AVAILABILITY**

Submission of this solicitation shall constitute a guarantee by the offeror that a stock of replacement parts for the specified equipment is locally available.

Captive parts must be available within 48 hours following the placement of an order. Contractor shall provide parts delivery, to include deliveries on Saturday. If special handling and/or freight are required, the Contractor will assume all charges.

**14. COOPERATIVE AGREEMENT**

In addition to the City of Phoenix and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies of the State of Arizona.

A current listing of eligible entities may be found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on Contracts, "S.A.V.E." listing and "ICPA". Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City of Phoenix shall not be responsible for any disputes arising out of transactions



## SECTION III – SPECIAL TERMS AND CONDITIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

made by other public entities who utilize this Agreement.

### 15. POST AWARD CONFERENCE

- A. The recommended Contractor(s) may be required to participate in a Post Award Conference by the Finance Procurement personnel for the purpose of ensuring a complete understanding of the requirements
- B. Upon notification of an award the Contractor(s) will have ten (10) business days to submit a complete certificate of insurance in the minimum amounts and the coverage's as required in Section III – Special Terms subsection Insurance Requirements of this solicitation. (Note: Insurance requirements are non-negotiable)
- C. After the City receives and approves the certificate of insurance the Contractor(s) will receive notice to submit a complete work schedule covering all the locations the group(s) for which they received low bid notification. The Contractor(s) will have five (5) business days to complete and submit the work schedule for each location. Contractor(s) is required to include in the work schedule the number of workers, for each location, they employ to complete the services as specified in scope of work

If any of the above requirements are not met, the Contractor(s) submittal will be deemed non-responsive and the next lowest responsible offeror will receive low bid notification initiating the pre-award qualification process.

### 16. CONTRACT PERFORMANCE

Contractor shall notify the City's department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within twenty-four (24) hours.

Department Contact: Tom Crider

Phone: 602.534.0686

### 17. INVENTORY LEVELS

Offeror's inventory level of the item(s) may be a factor in the City's award decision. Offeror will be required to maintain sufficient local inventory to provide daily support of the City's requirement. Failure to supply sufficient support may result in cancellation of the contract.

### 18. SECURITY

Contractor grants the rights to the Phoenix Police Department to conduct background checks of all employees entering a City of Phoenix Facility or Site. The background checks will be conducted prior to any employee entering a worksite and will be based upon information provided to the Police Department including, but not limited to; name, address, date and place of birth, social security number, copy of INS documents, if applicable, and a copy of an official photo identification. The information will be provided to the Public Works Department, Alarm Services Division at least four (4) business days (excluding weekends and City holidays) in advance of the need for access. The security check will be conducted by a designated Police Department representative. The City of Phoenix may, at any time, in its sole discretion, refuse to allow an employee access to an area for any of the following reasons, but not limited to:

- Conviction of a felony.
- Conviction of a misdemeanor (not including traffic or parking violation)
- Outstanding warrants (including traffic and parking violations)
- Currently on parole or probation
- Currently involved in an investigation



**SECTION III – SPECIAL TERMS AND CONDITIONS**

**CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181**

In addition, Contractor must submit, at the post award conference, completed City of Phoenix. Badge Data forms and required supporting documentation for each contract employee. After the City of Phoenix has completed the required background checks, access badges will be issued to the contract employees. Each individual who accesses a City site must use their issued badge for entry, **this is mandatory**. Any new contract employees assigned to this contract must follow the above procedures. Addition(s) and deletion(s) of contract employees must be submitted in writing to the City of Phoenix Systems Administration supervisor through the appropriate City project manager. There will be a fine of \$300.00 per badge/key to the Contractor for lost and unreturned badges/keys.

Contractor's employees and agents assigned to the resultant contract must sign a waiver for a background check. A background check may be conducted as deemed necessary by the City Systems Administration supervisor and all costs for the check will be paid for by the Contractor. Contractor's employees shall adhere to the City's substance abuse policy and regulations relating to the prohibition of alcohol or drug use. Contractor will pay the expenses incurred for pre-employment drug screening and any subsequent screening for reasonable suspicion of use. The City requires a 10 point screen and shall be furnished with the results of all tests.

**19. CONTRACTOR AND SUBCONTRACTOR WORKERS BACKGROUND SCREENING**

Contractor agrees that all contractor and subcontractors' workers (collectively "Contractor's Worker(s))" that Contractor furnishes to the City pursuant to this agreement shall be subject to background and security checks and screening (collectively "Background Screening") at contractor's sole cost and expense as set forth in this section. The background screening provided by contractor shall comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening required in this section is necessary to preserve and protect the public health, safety and welfare. The background screening requirements set forth in this section are the minimum requirements for the agreement. The City in no way warrants that these minimum requirements are sufficient to protect contractor from any liabilities that may arise out of the contractor's services under this agreement or contractor's failure to comply with this section. Therefore, in addition to the specific measures set forth below, contractor and its contract workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this agreement.

**BACKGROUND SCREENING REQUIREMENTS AND CRITERIA**

Because of the varied types of services performed, the City has established three levels of risk and associated background screening. The risk level and background screening required for this agreement is **MINIMUM**.

**1. Minimum Risk Level**

A minimum risk background screening shall be performed when the contract worker:  
(i) will not have direct access to City facilities or information systems; or  
(ii) will not work with vulnerable adults or children; or  
(iii) when access to City facilities is escorted by City's workers.

The background screening for minimum risk shall consist of the screening required by A.R.S. § 41-4401 and following to verify legal Arizona worker status.

**2. Standard Risk Level**

A standard risk background screening shall be performed when the contract worker's work assignment will:



**SECTION III – SPECIAL TERMS AND CONDITIONS**

**CITY OF PHOENIX**  
**Procurement Division**  
**251 W. Washington Street**  
**8th Floor**  
**Phoenix, AZ 85003**  
**Phone: (602) 262-7181**

- (i) require a badge or key for access to City facilities; or
  - (ii) allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
  - (iii) allow unescorted access to City facilities during normal and non business hours.
- The background screening for this standard risk level shall include the background screening required for the minimum risk level and a background check for real identity/legal name, and shall include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the contractor worker has lived at any time in the preceding seven (7) years from the contract worker's proposed date of hire.

**3. Maximum Risk Level**

A maximum risk background screening shall be performed when the contract worker's work assignment will:

- (i) have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; or
- (ii) have any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- (iii) have unescorted access to City data centers, money rooms, or high-valve equipment rooms; or
- (iv) have access to private residences; or
- (v) have access to Homeland Defense Bureau identified critical infrastructure sites/facilities.

The background screening for this maximum risk level shall include the background screening required for the standard risk level, plus a sexual offender search, a credit check, and driving record search for the preceding seven (7) years from the contract worker's proposed date of hire. Contract workers who work directly with children or vulnerable adults are also subject to fingerprint verification through the Arizona Department of Public Safety as mandated by Phoenix City Code § 2-45.6.

**CONTRACTOR CERTIFICATION; CITY APPROVAL OF MAXIMUM RISK BACKGROUND SCREENING**

By executing this agreement, contractor certifies and warrants that contractor has read the background screening requirements and criteria in this section, understands them and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, contractor further certifies and warrants that contractor has satisfied all such background screening requirements for the minimum and standard risk background screening as required. In addition, for maximum risk background screening, contractor shall furnish to Public Works Department for the City's review and approval of such background screenings for any contract worker considered for performing services under this agreement where human safety or facility security is classified as a maximum risk level. The subject contract worker shall not apply for the appropriate City of Phoenix identification and access badge or keys until contractor has received the City's written acceptance of the subject contract worker's maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the contract workers proposed by contractor for performing work under this agreement. A contract worker rejected for work at a maximum risk level under this agreement shall not be proposed to perform work under other City contracts or engagements without City's prior written approval.

**TERMS OF THIS SECTION APPLICABLE TO ALL OF CONTRACTOR'S CONTRACTS AND SUBCONTRACTS**



### SECTION III – SPECIAL TERMS AND CONDITIONS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

Contractor shall include the terms of this section for contract worker background screening in all contracts and subcontracts for services furnished under this agreement including, but not limited to, supervision and oversight services.

#### **MATERIALITY OF BACKGROUND SCREENING REQUIREMENTS; INDEMNITY**

The background screening requirements of this section are material to City's entry into this agreement and any breach of this section by contractor shall be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, contractor shall defend, indemnify and hold harmless the City for any and all claims arising out of this background screening section including, but not limited to, the disqualifications of a contract worker by contractor or the City for failure to satisfy this section.

#### **CONTINUING DUTY; AUDIT**

Contractor's obligations and requirements that contract workers satisfy this background screening section shall continue throughout the entire term of this agreement. Contractor shall notify the City immediately of any change to a maximum risk background screening of a contract worker previously approved by the City. Contractor shall maintain all records and documents related to all background screenings and the City reserves the right to audit contractor's compliance with this section.



## SECTION IV - SCOPE OF WORK

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

### 1. SCOPE

The City of Phoenix, Public Works Department, Fleet Services Division (City) is responsible for the acquisition, management and maintenance of a citywide fleet of over 7,500 different vehicles and support equipment. To ensure the continued operations of this fleet, the City has 18 maintenance facilities. Annually, the City spends approximately \$12 million for parts and supplies with a standing inventory of from all facilities totaling around \$2.75 million. The City intends to use the Contract(s) as necessary to provide for a large portion of these purchases; roughly \$6 million in expenditures based on historical data.

The Contractor shall provide parts and accessories as required for the City's automotive and equipment fleet. These parts and accessories shall be supplied on an "as needed" / "if needed" basis for a period of one (1) year beginning after City Council approval, according to the requirements contained herein. Contractors shall provide all parts and accessories offered by the manufacturers which they represent.

### 2. CONTRACTOR REQUIREMENTS

#### 2.1 Inventory and Delivery Requirements

- 2.1.1 The Contractor shall establish and maintain sufficient local product inventory to support the City's fleet of vehicles and equipment. The Contractor shall guarantee that stock of products specified in this agreement is available locally and shall provide parts delivery and will call services, excluding weekends. If special handling and/or freight are required, the Contractor will assume all charges unless prior authorization from the City is provided. If such authorization is received, the City will reimburse the Contractor as a pass through cost on the invoice with documentation.
- 2.1.2 The Contractor must meet the following fill rates:
  - i The Contractor will make available or deliver 85% of all orders within 24 hours after receipt of order, excluding weekends. Orders placed on Friday must be delivered by the following Monday to meet this fill rate requirement.
  - ii The Contractor will make available or deliver 100% of all orders within one week after the receipt of order.
  - iii For orders requiring more time than allowed, as outlined above, the Contractor will notify the City authorized representative by email. This notification must include the reason for the delay, backorder information and estimated date/time of delivery. The Contractor will provide status updates on the order until delivered.
- 2.1.3 In the event that an item cannot be supplied immediately from Contractor's stock, the City reserves the right to purchase the item from other sources when the City determines that it is an emergency purchase need.
- 2.1.4 Contractor must off-load all deliveries and pick up parts cores weekly at no additional cost to City.
- 2.1.5 The Contractor may make multiple daily deliveries to multiple locations Monday through Friday, as required, to fulfill orders. Delivery schedules to be determined by ordering location.





## SECTION IV - SCOPE OF WORK

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

- 2.1.6 Deliveries will be made to various City locations. A list of current locations is found in Section VI, Attachments, **Exhibit A**. However, the City may add or remove locations as necessary.
- 2.2 All correspondence including invoices, credit memos, and statements are to be mailed to 2441 S. 22nd Avenue, Phoenix, Arizona 85009, Attention: Auto Stores unless otherwise requested by specific accounts.

### 2.3 Warranty Requirements

- 2.3.1 Contractor will guarantee all products supplied under this contract for a minimum period of twelve (12) months against defects in material and workmanship.
- 2.3.2 Freight charges, restocking fees from manufacturer, process and handling to include parts and labor will be borne by the Contractor.
- 2.3.3 Contractor shall issue a credit memo to the City of Phoenix Auto Stores for failed products. Replacement parts will not be accepted under this contract.
- 2.3.4 All merchandise involved in warranty claims will be picked up from City locations by the Contractor on a weekly basis. Warranty claims must be processed within three (3) weeks of pick up. All Contractor disputed warranty claims will be brought to the attention of the Fleet Services Division's Warranty Department within that same three (3) week period in writing. If the claim is not disputed in the allotted time period the claim shall be deemed approved and payable to the City.

## 3. CONTRACTOR QUALIFICATIONS

- 3.1 Contractor shall utilize properly qualified employees in the performance of this contract. A qualified employee is defined as one who is trained and capable of properly, safely, and promptly providing services requested in association with this contract. Unqualified employees are not permitted to provide assistance of any kind under this contract.
- 3.2 Contractor will not subcontract, use third party companies, or use any other parties to perform these services without written authorization from the City. Should authorization for such be granted, use of any subcontractors or other parties shall not relieve, release or affect in any manner the Contractor's duties, liabilities or obligations under this contract.
- 3.3 If the City determines, for any reason, that the qualifications, actions or conduct of any particular Contractor employee has violated this agreement or is otherwise detrimental to the City, a written notice will be issued to the Contractor. Upon receipt of such notice the Contractor shall promptly provide a qualified replacement person(s) to provide services under this contract. Examples of such conduct include: performing unsatisfactory services; poor customer service; interfering with operation of City fleet; or inappropriate behavior towards occupants, other contractors or subcontractors.

## 4. CONTRACTOR SERVICES

- 4.1 Upon request, the Contractor shall provide an accurate and complete report detailing all orders placed under this contract. This report shall include:
- 4.1.1 The date the order was placed.



## SECTION IV - SCOPE OF WORK

**CITY OF PHOENIX**  
**Procurement Division**  
**251 W. Washington Street**  
**8th Floor**  
**Phoenix, AZ 85003**  
**Phone: (602) 262-7181**

- 4.1.2 Description of the part and accessory (Manufacturer's Part Number, Catalog Date, List Price, Discount Price).
- 4.1.3 Carrier shipping information.
- 4.1.4 The date the order is complete.
- 4.1.5 City reference order number.
- 4.2 Services provided under this contract shall be performed in conformance with all provisions of this agreement; legal statutes; code requirements; applicable OEM specifications; and Fleet Services Policies.
- 4.3 The City reserves the right to exchange or receive vendor credit, on an equal dollar basis, all unused parts, in their original packaging, and of the same manufacturer and brand stocked by the contract vendor. The Contractor will credit returned parts at the current City cost (at time of exchange) less a maximum 10% restocking charge. Parts to be exchanged will be those parts, which have become obsolete to the City. The City will be the sole judge of obsolescence.
  - 4.3.1 The City will not supply invoices for returns on stock clean ups. Stock clean ups are done on as needed basis, but no more frequently than once or twice a year.
  - 4.3.2 The Contractor will issue credit to the City for use against future purchases for returned parts.

### 5. SPECIFIC PARTS DESCRIPTIONS AND ESTIMATED ANNUAL EXPENDITURES

Unless otherwise indicated, no substitutions or alternate product lines are permitted for parts offered under this contract. For those products where an equivalent is acceptable, the Contractor must supply technical specifications/product literature proving the equivalency of the offered brand to the listed manufacturer. The dollar values listed below are only estimated annual expenditures, actual expenditures may vary depending on need.

Item No.	Estimated Annual Expenditures	Manufacturer / Description
1.	\$ 10,000	3M Products
2.	\$ 50,000	AC Delco Products
3.	\$ 10,000	Advance Sweeper Parts
4.	\$ 10,000	AGCO Terragator Parts
5.	\$ 15,000	Airtex Products (Or Equal)
6.	\$ 10,000	Allison Transmission and Parts
7.	\$ 25,000	Altec Parts
8.	\$ 15,000	Anco Products (Or Equal)
9.	\$ 10,000	ArmLift a Division of TG Industries
10.	\$ 30,000	Autocar Parts
11.	\$ 10,000	Balkamp Service Items (Or Equal)
12.	\$ 15,000	BCA Bearings
13.	\$ 55,000	Bendix Air Brake Parts
14.	\$ 20,000	Bobcat Company Parts



## SECTION IV - SCOPE OF WORK

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

15.	\$ 20,000	Bomag Parts
16.	\$ 5,000	Breeze Clamps
17.	\$ 150,000	Broom Bear Parts

Item No.	Estimated Annual Expenditures	Manufacturer / Description
18.	\$ 10,000	Brown Bear Parts
19.	\$ 5,000	Bulldog Trailer Parts
20.	\$ 5,000	Bussman Fuses and Circuit Breakers
21.	\$ 5,000	Buyers Products
22.	\$ 30,000	Case Backhoe/Loader Parts
23.	\$ 25,000	Caterpillar Generator
24.	\$ 50,000	Caterpillar Off Highway
25.	\$ 100,000	Caterpillar On Highway
26.	\$ 25,000	Chelsea PTO Products
27.	\$ 25,000	Chemical Cleaners
28.	\$ 10,000	Chrysler and Dodge OEM Parts
29.	\$ 10,000	Code 3
30.	\$ 5,000	Cole Hersee Products
31.	\$ 135,000	Cummins Engine Parts
32.	\$ 25,000	DaDee Manufacturing
33.	\$ 25,000	Detroit Diesel Engine Parts
34.	\$ 15,000	Dexter Trailer Parts
35.	\$ 5,000	Donaldson Filter Products
36.	\$ 30,000	Dorman Products
37.	\$ 25,000	Ecco Products
38.	\$ 5,000	Echlin Products
39.	\$ 5,000	Elgin Sweeper
40.	\$ 5,000	Euclid Brake Parts
41.	\$ 20,000	Federal Signal Products
42.	\$ 5,000	Felpro Gaskets
43.	\$ 30,000	Firestone Air Bags
44.	\$ 35,000	Fleetguard
45.	\$ 5,000	Force-4
46.	\$ 300,000	Ford Passenger Car, Light and Medium Duty Parts
47.	\$ 5,000	Ford-Sterling Heavy Duty Parts
48.	\$ 60,000	Four Seasons A/C and Heating Parts
49.	\$ 200,000	Freightliner parts
50.	\$ 25,000	Gates Belts, Pulleys and Tensioners
51.	\$ 70,000	Gates Hydraulic Fittings and Hoses



## SECTION IV - SCOPE OF WORK

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

52.	\$ 5,000	Gates Water Pumps
53.	\$ 10,000	Generac Generator Parts
54.	\$ 450,000	General Motor Company OEM Parts
55.	\$ 10,000	Gojo

Item No.	Estimated Annual Expenditures	Manufacturer / Description
56.	\$ 15,000	Grote Lamps and mirror products
57.	\$ 10,000	Gunite Corp
58.	\$ 15,000	Harley Davidson OEM Motorcycle Parts
59.	\$ 10,000	Hayden Cooling Products
60.	\$ 30,000	Heil Refuse Truck Parts (Aftermarket Only)
61.	\$ 10,000	Hella Products
62.	\$ 60,000	Honda OEM Motorcycle Parts
63.	\$ 15,000	Horton Fan Products
64.	\$ 1,000	Ideal Clamps
65.	\$ 5,000	Ingersoll Rand Tow Behind Generator
66.	\$ 10,000	Ingersoll Rand/Blaw Knox Pavers
67.	\$ 60,000	International Harvester Company (Light and Heavy Duty)
68.	\$ 10,000	Isuzu Truck OEM Parts
69.	\$ 20,000	Jacobsen Mower Parts
70.	\$ 25,000	JCB Parts
71.	\$ 55,000	John Deere (Agricultural/Lawn Equipment)
72.	\$ 50,000	John Deere (Industrial/Construction Equipment)
73.	\$ 5,000	Kawasaki Motorcycle Parts
74.	\$ 10,000	Kohler Generator/Engine Parts
75.	\$ 5,000	Krylon Paint Products
76.	\$ 100,000	Kubota Parts
77.	\$ 10,000	Kwikkee Step
78.	\$ 10,000	KYB Shocks
79.	\$ 25,000	Leach Refuse Parts
80.	\$ 5,000	Little Fuse
81.	\$ 10,000	Loctite Chemical Products
82.	\$ 15,000	Mack Truck Parts
83.	\$ 25,000	McNeilus Refuse Truck Parts
84.	\$ 5,000	Mercedes Benz parts
85.	\$ 10,000	Midland/Haldex Brake Parts
86.	\$ 5,000	Milton
87.	\$ 15,000	Monroe Shocks
88.	\$ 20,000	Moog



## SECTION IV - SCOPE OF WORK

CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

89.	\$	15,000	MTI Crane
90.	\$	5,000	Mud Flaps
91.	\$	30,000	Muncie PTO Products
92.	\$	30,000	Myers tire products
93.	\$	15,000	National Seal Product

Item No.	Estimated Annual Expenditures	Manufacturer / Description
94.	\$ 10,000	New Holland Parts
95.	\$ 85,000	New Way Refuse Truck Parts
96.	\$ 5,000	Nova Lighting
97.	\$ 10,000	OPW Fuel Products
98.	\$ 5,000	OTR (Over the Road) Brake Products
99.	\$ 10,000	Parker Hoses and Fittings
100.	\$ 5,000	Parts Master
101.	\$ 45,000	Peak Coolant Products
102.	\$ 10,000	Peerless Industrial Group (Or Equal)
103.	\$ 40,000	Peterbilt Truck Parts
104.	\$ 15,000	Powerboss Sweeper
105.	\$ 10,000	Precco Products
106.	\$ 10,000	Public Safety Equipment Company
107.	\$ 10,000	R134A Refrigerant
108.	\$ 135,000	Raybestos Brake Parts (Or Equal)
109.	\$ 30,000	Red Dot Products
110.	\$ 10,000	Reyco Vehicle Suspension
111.	\$ 70,000	Rockwell Brake Parts
112.	\$ 10,000	SAF Holland
113.	\$ 30,000	Safety Vision
114.	\$ 25,000	Schwarze Sweeper Parts
115.	\$ 5,000	Standard Ignition Products
116.	\$ 10,000	Standard Switches, Relays and Sensors
117.	\$ 10,000	Standard Wire
118.	\$ 10,000	Stant
119.	\$ 10,000	Stemco
120.	\$ 5,000	Strong Arm Hood Struts
121.	\$ 15,000	Sylvania Light Bulbs
122.	\$ 10,000	Target Tech
123.	\$ 5,000	Tech Products
124.	\$ 10,000	Telma
125.	\$ 25,000	Tennant



## SECTION IV - SCOPE OF WORK

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

126.	\$ 45,000	Terex Aerial
127.	\$ 45,000	Terex Construction
128.	\$ 45,000	Toro Mowers
129.	\$ 15,000	Trucklite
130.	\$ 15,000	Unity Lighting
131.	\$ 10,000	Vaccon

Item No.	Estimated Annual Expenditures	Manufacturer / Description
132.	\$ 15,000	Veeder Root Fuel Products
133.	\$ 30,000	Vibromax
134.	\$ 5,000	Volvo/White Truck Parts
135.	\$ 5,000	Wagner Light Bulbs
136.	\$ 10,000	Wain Roy Attachment
137.	\$ 10,000	Waltco
138.	\$ 25,000	Water Fill Hose (Must comply with NSF/ANSI Standard 61)
139.	\$ 500,000	Wayne Refuse Aftermarket
140.	\$ 325,000	Wayne Refuse OEM
141.	\$ 30,000	Weatherhead
142.	\$ 10,000	Webb Wheel
143.	\$ 70,000	Whelen Engineering Products
144.	\$ 150,000	Wix Filters
145.	\$ 5,000	Yale Forklift

### 6. PROMOTIONAL PRICING

The Contractor may offer sales promotions to the City at the Contractor's discretion, for specific products or groups of products within the scope of this Contract. Sales promotions can include additional rebates, specials, product discounts offered by manufacturers, etc.



SECTION V - SUBMITTAL

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Please submit one (1) printed complete original one (1) complete electronic copy (on a CD/DVD or USB drive). Please submit only Section V, do not submit a copy of the entire IFB document. This offer will remain in effect for a period of 120 calendar days from the bid opening date and is irrevocable unless it is in the City's best interest to do so.

1. AWARD BY MANUFACTURER

Note: Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. For the purposes of determining the lowest cost, the city will not take tax into consideration. Taxes must be listed as a separate item on all invoices. Failure to supply complete documentation below may result in your response being non-compliant:

Failure to supply complete documentation below may result in your response being non-compliant:

Table with 4 columns: Document, Original, Electronic, Copy. Rows include Section V- Submittal (Signed and Completed), Submittal Spreadsheet (Excel Format Only) - PDF or other formats will not be accepted, Manufacturer/Distributor/Jobber Catalogs or Published Price Lists, and Technical Specifications / Product Literature.

BID EVALUATION: For evaluation purposes, this solicitation will be awarded to the lowest offeror by manufacturer line based on the total extended price for that manufacturer's sample parts list as found in the attached Excel spreadsheet.

Offers containing omissions or alternations of the electronic spreadsheet may be grounds for the City to consider that offer to be non-compliant. If you are unable to obtain this excel spreadsheet, email the buyer listed or Procurement Administration (purchasing.admin@phoenix.gov).

Please complete each manufacturer line for which you are seeking an award. For any manufacturer lines where all requested information is not provided, you will be considered non-responsive for that manufacturer. In the table below, indicate the percent discount or markup and publication/price base (i.e. publication type: catalog, jobber, wholesale, dealer, list, etc.) Also, provide a reference identifier for the publication you indicate (i.e. effective date(s), expiration date, catalog no., publication no. or revision no, etc.).

\*\*The line item allows for equivalent brands to be offered. If any equivalent brand is offered, technical specifications and/or product literature must accompany your bid submittal.

Company Name: North Valley Motorsports
Solicitation Due Date: March 28, 2014
Solicitation No. IFB 14-023
Page 37 of 51

ORIGINAL



SECTION V - SUBMITTAL

CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

EXAMPLE OF COMPLETED LINE ITEMS

Item No.	Manufacturer / Description	Price Options (choose one)		Indicate publication & price base (i.e. wholesale, dealer, list, jobber), and Identifier (i.e. expiration, number or edition etc.)
		% Discount	% Markup	
Ex 1	(Example Only) Mfr 1	- 10%		Mfr Cat. - Expiration Date: 12/31/2014
Ex 2	** (Example Only) Mfr 2 (or equal) <u>Equivalent Manufacturer 2</u>		+ 6%	Jobber - Cat. No. xxx125689

Company Name <u>North Valley Motorsports</u>	Page 38 of 51
Solicitation Due Date: March 28, 2014      Solicitation No. IFB 14-023	



DM



SECTION V - SUBMITTAL

CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

Item No.	Manufacturer / Description	Price Options (choose one)		Indicate publication & price base (i.e. wholesale, dealer, list, jobber), and Identifier (i.e. expiration, number or edition etc.)
		% Discount	% Markup	
1.	3M Products			
2.	AC Delco Products			
3.	Advance Sweeper Parts			
4.	AGCO Terragator Parts			
5.	**Airtex Products (Or Equal)			
6.	Allison Transmission and Parts			
7.	Altec Parts			
8.	Anco Products (Or Equal)			
9.	ArmLift a Division of TG Industries			
10.	Autocar Parts			
11.	**Balkamp Service Items (Or Equal)			
12.	BCA Bearings			
13.	Bendix Air Brake Parts			
14.	Bobcat Company Parts			
15.	Bomag Parts			
16.	Breeze Clamps			
17.	Broom Bear Parts			

Company Name <u>North Valley Motorsports</u>	Page 39 of 51
Solicitation Due Date: March 28, 2014	Solicitation No. IFB 14-023



SECTION V - SUBMITTAL

CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

Item No.	Manufacturer / Description	Price Options (choose one)		Indicate publication & price base (i.e. wholesale, dealer, list, jobber), and Identifier (i.e. expiration, number or edition etc.)
		% Discount	% Markup	
18.	Brown Bear Parts			
19.	Bulldog Trailer Parts			
20.	Bussman Fuses and Circuit Breakers			
21.	Buyers Products			
22.	Case Backhoe/Loader Parts			
23.	Caterpillar Generator			
24.	Caterpillar Off Highway			
25.	Caterpillar On Highway			
26.	Chelsea PTO Products			
27. (a)	**Chemical Cleaners (equal to CRC)			
27. (b)	**Chemical Cleaners (equal to MAC)			
27. (c)	**Chemical Cleaners (equal to TCC)			
27. (d)	**Chemical Cleaners (equal to Meguiars)			
27. (e)	**Chemical Cleaners (for premix w/s washer fluid)			
28.	Chrysler and Dodge OEM Parts			

Company Name North Valley Motorsports

Solicitation Due Date: March 28, 2014

Solicitation No. IFB 14-023

Page 40 of 51



SECTION V - SUBMITTAL

CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

Item No.	Manufacturer / Description	Price Options (choose one)		Indicate publication & price base (i.e. wholesale, dealer, list, jobber), and Identifier (i.e. expiration, number or edition etc.)
		% Discount	% Markup	
29.	Code 3			
30.	Cole Hersee Products			
31.	Cummins Engine Parts			
32.	DaDee Manufacturing			
33.	Detroit Diesel Engine Parts			
34.	Dexter Trailer Parts			
35.	Donaldson Filter Products			
36.	Dorman Products			
37.	Ecco Products			
38.	Echlin Products			
39.	Elgin Sweeper			
40.	Euclid Brake Parts			
41.	Federal Signal Products			
42.	Felpro Gaskets			
43.	Firestone Air Bags			
44.	Fleetguard			
45.	Force-4			
46.	Ford Passenger Car, Light and Medium Duty Parts			

Company Name <u>North Valley Motorsports</u>	Page 41 of 51
Solicitation Due Date: March 28, 2014      Solicitation No. IFB 14-023	



SECTION V - SUBMITTAL

CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

Item No.	Manufacturer / Description	Price Options (choose one)		Indicate publication & price base (i.e. wholesale, dealer, list, jobber), and Identifier (i.e. expiration, number or edition etc )
		% Discount	% Markup	
47.	Ford-Sterling Heavy Duty Parts			
48.	Four Seasons A/C and Heating Parts			
49.	Freightliner parts			
50.	Gates Belts, Pulleys and Tensioners			
51.	Gates Hydraulic Fittings and Hoses			
52.	Gates Water Pumps			
53.	Generac Generator Parts			
54.	General Motor Company OEM Parts			
55.	Gojo			
56.	Grote Lamps and mirror products			
57.	Gunite Corp			
58.	Harley Davidson OEM Motorcycle Parts			
59.	Hayden Cooling Products			
60.	Heil Refuse Truck Parts (Aftermarket Only)			
61.	Hella Products			
62.	Honda OEM Motorcycle Parts	-33%		Price Book 1/31/14
63.	Horton Fan Products			
64.	Ideal Clamps			

Company Name <u>North Valley Motorsports</u>	Page 42 of 51
Solicitation Due Date: March 28, 2014	Solicitation No. IFB 14-023



SECTION V - SUBMITTAL

CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

Item No.	Manufacturer / Description	Price Options (choose one)		Indicate publication & price base (i.e. wholesale, dealer, list, jobber), and Identifier (i.e. expiration, number or edition etc )
		% Discount	% Markup	
65.	Ingersoll Rand Tow Behind Generator			
66.	Ingersoll Rand/Blaw Knox Pavers			
67.	International Harvester Co. (Light & Heavy Duty)			
68.	Isuzu Truck OEM Parts			
69.	Jacobsen Mower Parts			
70.	JCB Parts			
71.	John Deere (Agricultural/ Lawn Equipment)			
72.	John Deere (Industrial/ Construction Equipment)			
73.	Kawasaki Motorcycle Parts	-33%		Price Book 1/31/14
74.	Kohler Generator/Engine Parts			
75.	Krylon Paint Products			
76.	Kubota Parts			
77.	Kwikiee Step			
78.	KYB Shocks			
79.	Leach Refuse Parts			
80.	Little Fuse			
81.	Loctite Chemical Products			
82.	Mack Truck Parts			

Company Name North Valley Motorsports

Solicitation Due Date: March 28, 2014

Solicitation No. IFB 14-023



SECTION V - SUBMITTAL

CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

Item No.	Manufacturer / Description	Price Options (choose one)		Indicate publication & price base (i.e. wholesale, dealer, list, jobber), and Identifier (i.e. expiration, number or edition etc.)
		% Discount	% Markup	
83.	McNeilus Refuse Truck Parts			
84.	Mercedes Benz parts			
85.	Midland/Haldex Brake Parts			
86.	Milton			
87.	Monroe Shocks			
88.	Moog			
89.	MTI Crane			
90.	Mud Flaps			
91.	Muncie PTO Products			
92.	Myers tire products			
93.	National Seal Product			
94.	New Holland Parts			
95.	New Way Refuse Truck Parts			
96.	Nova Lighting			
97.	OPW Fuel Products			
98.	OTR (Over the Road) Brake Products			
99.	Parker Hoses and Fittings			
100.	Parts Master			

Company Name <u>North Valley Motorsports</u>	Page 44 of 51
Solicitation Due Date: March 28, 2014	Solicitation No. IFB 14-023



### SECTION V - SUBMITTAL

CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

Item No.	Manufacturer / Description	Price Options (choose one)		Indicate publication & price base (i.e. wholesale, dealer, list, jobber), and Identifier (i.e. expiration, number or edition etc.)
		% Discount	% Markup	
101.	Peak Coolant Products			
102.	**Peerless Industrial Group (Or Equal)			
103.	Peterbilt Truck Parts			
104.	Powerboss Sweeper			
105.	Precco Products			
106.	Public Safety Equipment Company			
107.	R134A Refrigerant			
108.	**Raybestos Brake Parts (Or Equal)			
109.	Red Dot Products			
110.	Reyco Vehicle Suspension			
111.	Rockwell Brake Parts			
112.	SAF Holland			
113.	Safety Vision			
114.	Schwarze Sweeper Parts			
115.	Standard Ignition Products			
116.	Standard Switches, Relays and Sensors			

Company Name <u>North Valley Motorsports</u>	Page 45 of 51
Solicitation Due Date: March 28, 2014	Solicitation No. IFB 14-023



SECTION V - SUBMITTAL

CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

Item No.	Manufacturer / Description	Price Options (choose one)		Indicate publication & price base (i.e. wholesale, dealer, list, jobber), and Identifier (i.e. expiration, number or edition etc.)
		% Discount	% Markup	
117.	Standard Wire			
118.	Stant			
119.	Stemco			
120.	Strong Arm Hood Struts			
121.	Sylvania Light Bulbs			
122.	Target Tech			
123.	Tech Products			
124.	Telma			
125.	Tennant			
126.	Terex Aerial			
127.	Terex Construction			
128.	Toro Mowers			
129.	Trucklite			
130.	Unity Lighting			
131.	Vaccon			
132.	Veeder Root Fuel Products			
133.	Vibromax			
134.	Volvo/White Truck Parts			

Company Name North Valley Motorsports

Solicitation Due Date: March 28, 2014

Solicitation No. IFB 14-023

Page 46 of 51





### SECTION V - SUBMITTAL

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

Item No.	Manufacturer / Description	Price Options (choose one)		Indicate publication & price base (i.e. wholesale, dealer, list, jobber), and Identifier (i.e. expiration, number or edition etc.)
		% Discount	% Markup	
135.	Wagner Light Bulbs			
136.	Wain Roy Attachment			
137.	Waltco			
138.	Water Fill Hose (Must comply with NSF/ANSI Standard 61)			
139.	Wayne Refuse Aftermarket			
140.	Wayne Refuse OEM			
141.	Weatherhead			
142.	Webb Wheel			
143.	Whelen Engineering Products			
144.	Wix Filters			
145.	Yale Forklift			

\*\*The line item allows for equivalent brands to be offered. If any equivalent brand is offered, technical specifications and/or product literature must accompany your bid submittal.

#### 2. PAYMENT TERMS

Contractor offers a prompt payment discount of \_\_\_\_\_% \_\_\_\_\_ days to apply after receipt of invoice or final acceptance of the products, whichever is later. If no prompt payment discount is offered, enter 0 in the % space to indicate net 30 days, otherwise payment terms shall be 2% 20 days, net 30 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering less than 20 days will not be considered in the price evaluation of your bid.

Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received.

Company Name <u>North Valley Motorsports</u>	Page 47 of 51
Solicitation Due Date: March 28, 2014	
Solicitation No. IFB 14-023	



SECTION V - SUBMITTAL

CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

3. TWENTY-FOUR HOUR SERVICE CONTACT

Name Don Reiff  
Telephone Number 602-996-9280 / 510-427-4632  
Alternate Contact Cheryl Jubran  
Telephone Number 602-996-9280 / 623-521-2054

Company Name North Valley Motorsports

Solicitation Due Date: March 28, 2014

Solicitation No. IFB 14-023

Page 48 of 51



SECTION V - SUBMITTAL

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

OFFER

TO THE CITY OF PHOENIX:

The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of solicitation and any written exceptions in the offer.

Arizona Sales Tax No. 20-142266-T
Use Tax No. for Out-of State Suppliers
City of Phoenix Sales Tax No. 06009975
Taxpayer's Federal Identification No. 20-5659976

THE VENDOR MANAGEMENT SYSTEM ID NUMBER.
OFFEROR MUST BE IN COMPLIANCE AT THE TIME OF AWARD
NON-COMPLIANCE WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND/OR REJECTED

Enter Vendor Management System ID Number
ID number can be located by signing on at http://bizopps.phoenix.gov
0000 4637

Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any of the other offerors or potential offerors.

Cheryl Jubran 3/31/14
Authorized Signature Date

Cheryl Jubran, Parts Manager
Printed Name and Title

Company Name North Valley Motorsports
Address 14827 N Cave Creek Rd
City, State and Zip Code Phoenix, AZ 85032
Telephone Number 602-996-9280
Company's Fax Number 602-996-9288
Company's Toll Free # 866-479-3678
Email Address parts@northvalleyhonda.com

Company Name North Valley Motorsports
Solicitation Due Date: March 28, 2014 Solicitation No. IFB 14-023 Page 49 of 51

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
MOVING FORWARD ARIZONA, LLC DBA NORTH VALLEY MOTOR SPORTS**

**EXHIBIT B**  
Award and Rate Sheet



SECTION V - SUBMITTAL

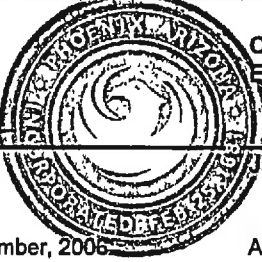
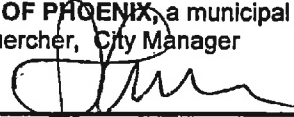
CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181


ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

This contract shall henceforth be referred to as Contract No. P-10210 19. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.


 CITY OF PHOENIX, a municipal corporation  
 Ed Zuercher, City Manager  
  
 \_\_\_\_\_  
 James Scarboro, Deputy Finance Director

  
 \_\_\_\_\_  
 City Clerk

Approved as to form this 14 day of September, 2006      Awarded this 3rd day of JUNE, 2014.

This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

CITY CLERK DEPT  
2014 JUN -2 AM 10:13

Company Name <u>Northvalley Motor Sports</u>	Page 50 of 51
Solicitation Due Date: March 28, 2014	Solicitation No. IFB 14-023



## SECTION VI - ATTACHMENTS

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

### EXHIBIT A

#### Current Listing of City of Phoenix Delivery Locations

##### **PUBLIC WORKS - EQUIPMENT MANAGEMENT LOCATIONS:**

###### AUTO STORES/CENTRAL TIRE SHOP:

- 2441 South 22<sup>nd</sup> Ave., Phoenix, AZ

###### SERVICE CENTERS:

- Fire Resources Center, 2625 South 19<sup>th</sup> Ave., Phoenix, AZ
- Glenrosa, 4021 West Glenrosa Ave., Phoenix, AZ
- Okemah, 3828 East Anne St., Phoenix, AZ
- Union Hills, 202 East Union Hills Dr., Phoenix, AZ
- Salt River, 3045 South 22<sup>nd</sup> Ave., Phoenix, AZ

###### POLICE BRIEFING STATIONS:

- Desert Horizon Police Precinct, 16030 North 56<sup>th</sup> St., Phoenix, AZ
- Cactus Park Police Precinct, 12220 North 39<sup>th</sup> Ave., Phoenix, AZ
- South Mountain Police Precinct, 400 West Southern Ave., Phoenix, AZ
- Squaw Peak Police Precinct, 6206 North 24<sup>th</sup> St., Phoenix, AZ
- Maryvale Police Precinct, 6180 West Encanto Blvd., Phoenix, AZ
- Central City Police Precinct, 1902 South 16<sup>th</sup> St., Phoenix, AZ
- Police Southern Command Station, 3443 South Central Ave., Phoenix, AZ
- Black Mountain Police Precinct, 33355 North Cave Creak Rd., Phoenix, AZ
- Mountain View Police Precinct, 2075 East Maryland Ave., Phoenix, AZ

###### 91st AVENUE TREATMENT PLANT:

- 5615 South 9151 Ave., Tolleson, AZ

###### LANDFILL & REFUSE OPERATIONS:

- SR85 Landfill, 28361 West Patterson Rd., Buckeye, AZ
- North Gateway Transfer Station, 30205 North Black Canyon Rd., Phoenix, AZ
- 27<sup>th</sup> Avenue Solid Waste Management Facility, 3060 South 22<sup>nd</sup> Ave., Phoenix, AZ

##### **OTHER LOCATIONS:**


###### AVIATION FLEET MAINTENANCE:

- 2515 East Buckeye Rd., Phoenix, AZ

###### ENCANTO STORES:

- 1802 West Encanto Blvd., Phoenix, AZ

**VARIOUS OTHER CITY OF PHOENIX LOCATIONS, AS NEEDED.**

	<b>SOLICITATION ADDENDUM</b>		<b>CITY OF PHOENIX</b> Procurement Division 251 W. Washington Street 8th Floor Phoenix, AZ 85003 Phone: (602) 262-7181
	Solicitation Number: IFB 14-123 (LD) Addendum #1    Page 1 of 1		
Solicitation Due Date: Friday, March 28, 2014, 2:00 p.m. Local Time			

Please make the following changes to the above-referenced solicitation:

**ADD:**

Section III - Special Terms and Conditions

**INQUIRIES**

All questions that arise relating to this solicitation shall be directed in writing to:

Linda Duarte  
linda.duarte@phoenix.gov

To be considered, written inquiries shall be received at the above email address by March 11, 2014, 12:00 pm. local Arizona time. Inquiries received will then be answered in an addendum and published on the Procurement Website.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after the closing date and time for the submission of proposals. All questions concerning or issues related to this solicitation shall be presented in writing.

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

Name of Company: North Valley Motorsports

Address: 14827 N Cave Creek Rd, Phoenix, AZ 85032

Authorized Signature: Cheryl Jubran

Print Name and Title: Cheryl Jubran, Parts Manager



**SOLICITATION ADDENDUM**

Solicitation Number: IFB 14-123 (LD) Addendum #2 Page 1 of 4

Solicitation Due Date: Friday, April 4, 2014, 2:00 p.m. Local Time

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

Please make the following changes to the above-referenced solicitation:

**CHANGE:**

Change all references to **SUBMITTAL DEADLINE** and **SOLICITATION DEADLINE** of **FRIDAY, MARCH 28, 2014** to **FRIDAY, APRIL 4, 2014, 2:00 P.M., LOCAL TIME.**

**QUESTION/ANSWER:**

**Q1:** As per the pre-bid meeting, here are our questions. Listed below are product lines that we would like to use an alternate. Please let us know if this is acceptable

<u>Item #</u>	<u>Brand</u>	<u>Alternate</u>
44	Fleetguard	Luberfiner
50	Gates Belts, Pulleys & Tensioners	Dayco
51	Gates Hose & Fittings	Dayco
56	Grote	Optronics
63	Horton	Kit Masters
81	Loctite	Permatex
98	OTR	Global Sorl
99	Parker Hose & Fittings	Dayco
129	Trucklite	Optronics
144	Wix	Luberfiner

Note item #98 OTR is a Fleetpride specific brand. No other vendors have access to this product. Is an alternate brand available for this section?

**A1:** Alternate manufacturers/brands will only be considered for those manufacturers/brands that are marked "Or Equal" on the submittal page. There are no alternate manufacturers/brands that will be accepted for the above list.





## SOLICITATION ADDENDUM

Solicitation Number: IFB 14-123 (LD) Addendum #2 Page 2 of 4

Solicitation Due Date: Friday, April 4, 2014, 2:00 p.m. Local Time

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

### Q2: SPECIFIC PARTS DESCRIPTIONS AND ESTIMATED ANNUAL EXPENDITURES

The following products DO NOT indicate "Or Equal":

BCA Bearings  
Donaldson Filter Products  
Echlin Products  
FelPro Gaskets  
Gates Belts, Pulleys and Tensioners  
Gates Hydraulic Fittings and Hoses  
Myers tire products  
National Seal Product  
Parts Master  
Sylvania Light Bulbs  
Wagner Light Bulbs  
Wix Filters

Our company offers products that are equal in quality, performance and availability. An example is Timken Bearings, the originator of the tapered bearing, GE light bulbs, Hastings/Baldwin filters and Dayco Rubber products. Is it permissible to bid these product lines and if so how should it be noted on the spread sheet?

**A2:** Alternate manufacturers/brands will only be considered for those manufacturers/brands that are marked "Or Equal" on the submittal page. There are no alternate manufacturers/brands that will be accepted for the above list.

**Q3:** Is the contract based on doing business with an Arizona based company?

**A3:** Per Section I, Instructions, Item 13, Award of Contract, "Unless otherwise indicated, award(s) will be made to the lowest responsive, responsible offeror(s) who are regularly established in the service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner."

**Q4:** Is the bid an all or nothing per section?

**A4:** Yes, the award will be made on an "all or none" basis by group. Each manufacturer listed in the submittal represents a group. Multiple awards may be made at the City's discretion.

**Q5:** ... I didn't see was a separate grouping for Motorcraft product versus Ford Passenger Car, Light and Medium Duty Parts (Item 46). As an O.E. supplier of ACDelco, Motorcraft and Mopar I believe it would be a significant purchasing advantage to create a Motorcraft item list....Is it possible for a Motorcraft list to be created?

**A5:** The solicitation will remain as written; no additional manufacturers/brands will be added.

**Q6:** Unit Price. I'm assuming that is our List Price? Then discount price is of course what we would selling it to the city at Correct?

**A6:** Yes to both parts of question 6.



## SOLICITATION ADDENDUM

Solicitation Number: IFB 14-123 (LD) Addendum #2 Page 3 of 4

Solicitation Due Date: Friday, April 4, 2014, 2:00 p.m. Local Time

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

**Q7:** GM OEM Parts - Engines, transmissions and transfer cases are generally sold on a percentage amount over cost or dollars over cost basis. Do we still put the list price then put the price we would sell it for in the mark up price section?

**A7:** Vendors can either offer parts at a percent discount or a percent mark up. The percentage amount (discount or markup) must be provided in Section V, Submittal for each manufacturer line item that an offer is being submitted. The sample parts discount or mark up price, in the submittal spreadsheet, must be determined by applying the discount or mark up to the list price for that part. Vendors must choose either a percent discount or percent mark up.

**Q8:** Can you please clarify that the city requires price sheets in paper or will an electronic copy (CD or thumb drive) be permissible.

**A8:** Bidders must provide one (1) printed complete original one (1) complete electronic copy (on a CD/DVD or USB drive) of the bid. Electronic copies of price lists are acceptable.

**Q9:** Can you please send me the pricing worksheets in Excel format

**A9:** Per Section I, Instructions, Item 5, Obtaining a Copy of the Solicitation and Addenda, a complete solicitation and addenda can be downloaded at:

<http://phoenix.gov/business/contract/opportunities/goods/finnumb/index.html>

**Q10:** We had a FMP representative attend the pre bid meeting and he informed me that there was attendees who had documents that contained individual part numbers that needed to be priced and bid on. Is there a market basket of parts that we need to price that is part of the bid documents

**A10:** The Automotive and Equipment Sample Parts List can be downloaded with the other solicitation documents. The list is found under the "Submittal" link.

**Q11:** Is this a new contract or a contract replacing an existing contract? If this contract is replacing a contract, can we obtain a copy of the current contract

**A11:** This solicitation will replace an existing contract. Should you want a copy of the current contract, please provide a written request to Linda Duarte. There is a \$0.19/copy charge.



### SOLICITATION ADDENDUM

Solicitation Number: IFB 14-123 (LD) Addendum #2 Page 4 of 4

Solicitation Due Date: Friday, April 4, 2014, 2:00 p.m. Local Time

CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

#### CLARIFICATION:

For all questions regarding part number, please refer to the attached REVISED SPREADSHEET.

For the following, the solicitation documents remain as written:

- On Item # 8, you have 9128, is it a 3128, no change
- Group 29, S95880, no change
- Group 29, S96836M, no change
- Group 93, 710568, no change
- Group 93, 710454, no change

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

Name of Company: North Valley Motorsports  
Address: 14827 N Cave Creek Rd, Phoenix, AZ 85032  
Authorized Signature: Cheryl Julian  
Print Name and Title: Cheryl Julian, Parts Manager



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME: North Valley Motorsports

- 1 Offeror shall not modify this form in any way other than providing information and prices as requested
- 2 Prices shall be all inclusive with the exception of applicable taxes
- 3 Offeror shall provide the requested information for each part listed for the the manufacturer for which they are submitting bids. Failure to provide this information may be considered as non-responsive and rejected

Item No. 1		Manufacturer / Description: 3M PRODUCTS		
Part No	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
07481	DISC, ROLOC 2" MED BUFF			
49656	TAPE, BLACK ELECTRIC			
07480	DISC, ROLOC 2" CRS BUFF			
01407	DISC, ROLOC #36 3"			
08001	ADHESIVE, WEATHERSTRIP			
06195	THREAD SEALANT TAPE			
39008	KIT, LENS POLISHING			
06975	TAPE, DUCT			
26340	TAPE, MASKING - 2"			
01989	WHEEL GRINDING			
3M Total		\$	-	\$

Item No. 2		Manufacturer / Description: AC DELCO PRODUCTS		
Part No	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
1580641	MTR, COOLING FAN 07-08 IMPALA			
1580640	MOTOR, RADIATOR COOLING FAN			
1574122	ACTUATOR, L/H TEMP BLEND			
1580881	MOTOR, FAN RIGHT			
MU1752	MODULE, FUEL PUMP			
1580551	FAN, COOLING			
1572846	CONTROL, A/C & HEAT DASH UNIT			
1520941	COMPRESSOR, A/C			
1521471	COMPRESSOR, A/C			
154709	CLUTCH KIT, A/C (COIL, PLY, DISC			
PT1134	PIGTAIL BLOWER MOTOR			
1521722	COMPRESSOR, A/C			
AC DELCO Total		\$	-	\$

Item No. 3		Manufacturer / Description: ADVANCE SWEEPER		
Part No	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
56507424	BROOM, MAIN			
56507350	BROOM, GUTTER			
83309089	ASSY, DRUM AND HUB			
824041391	FILTER, DUST			
56507427	BROOM, MAIN			
87105007	SHOE, BRAKE			
56508083	HOPPER FLAP			
56507601	BRACKET, SIDE BROOM MOUNT			
56507502	BRACKET, S/BROOM PIVOT			
56507148	WELDMENT, RH BRACKET			
56507078	MOUNT, B/MOTOR			
56382086	SPACER			
ADVANCE SWEEPER Total		\$	-	\$

Item No. 4		Manufacturer / Description: ARGO TERRAGATOR PARTS		
Part No	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
AG521864	VALVE, GATE - KNIFE 6			
AG238294	CYLINDER, R/H STEER			
AG238295	CYLINDER, L/H STEER			
AG325426	PIN			
AG520774	VALVE, MODULATOR - BRAKE			
AG331505	TEETH			
AG239535	BUSHING			
AG561844	NUT, HEX SLOT			
AG122995	BOARD, FLASHER CIRCUIT			
AG311019	SEAL, HATCH			
AG523347	FILTER, AIR			
AG520211	SWITCH, BRAKE INDICATOR			
ARGO TERRAGATOR Total		\$	-	\$



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME: North Valley Motorsports

Item No. 5		Manufacturer / Description: AIRTEX PRODUCTS (Or Equal)			(Choose One)	
Part No.	Part Description	Manufacturer	Manufacturer Part No	Unit Price (\$)	Discount Price (\$)	Markup Price (\$)
E2237S	MODULE, FUEL PUMP					
E3962M	PUMP, FUEL					
E3507M	MODULE, FUEL PUMP					
E3952M	MODULE, FUEL PUMP					
E2281M	MODULE, FUEL PUMP					
E3527M	MODULE, FUEL PUMP					
E3919M	MODULE, FUEL PUMP					
E3678M	MODULE, FUEL PUMP					
E3542M	PUMP, FUEL					
E2471	PUMP, FUEL					
				AIRTEX Total	\$	\$

Item No. 6		Manufacturer / Description: ALLISON TRANSMISSION PARTS			(Choose One)	
Part No.	Part Description	Unit Price (\$)	Discount Price (\$)	Markup Price (\$)		
29538373	SHIFT PAD, TRANSMISSION					
29540186	YOKE, TRANS					
29544139	SENSOR, TAILSHAFT OUTPUT SPEED					
29543432	SENSOR, TORQUE CONV SPEED					
29538371	PAD, SHIFT					
29545538	MODULE, TRANS CONTROL					
29507787	CABLE, KICKDOWN					
29507789	SENSOR, T P					
29546211	SELECTOR, TRANS					
23049239	GEAR, RING CAT ENGINE					
29543435	SENSOR, INTERMEDIATE SPEED					
29538489	FILTER, TRANS KIT					
		ALLISON TRANSMISSION Total	\$	\$		

Item No. 7		Manufacturer / Description: ALTEC PARTS			(Choose One)	
Part No.	Part Description	Unit Price (\$)	Discount Price (\$)	Markup Price (\$)		
970125485	DISPLAY, LMAP					
981714442	ACTUATOR ASSY, BUCKET DUMP					
70400354	PLATFORM, STD 24X30X41					
35500021	JOINT, ROTARY					
970017190	INDICATOR, WINCH ROT HDL					
35460101	MOTOR, HYD PUMP					
70102004	WELDMENT, PLATFORM MOUNTING SH					
70660231	COVER, L/H					
970076515	PEDAL, THROTTLE					
70118063	REST, UPPER BOOM					
970017744	FILTER, HYDRAULIC					
70660229	LANYARD, COVER					
		ALTEC Total	\$	\$		

Item No. 8		Manufacturer / Description: Anco Products (Or Equal)			(Choose One)	
Part No.	Part Description	Manufacturer	Manufacturer Part No.	Unit Price (\$)	Discount Price (\$)	Markup Price (\$)
3122	BLADE, WIPER					
3120	BLADE, WIPER					
C22OE	WIPER, 22" TAHOE					
9128	BLADE, WIPER					
3118	BLADE, WIPER					
3124	BLADE, WIPER					
C22UB	BLADE, WIPER IMPALA/TAHOE					
C21OE	BLADE, WIPER 21"					
C24OE	WIPER, 24"					
3116	BLADE, WIPER					
3119	BLADE, WIPER					
6116	PUMP, WASHER					
				Anco Total	\$	\$



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME North Valley Motorsports

Item No. 9		Manufacturer / Description: ARMLIFT A DIVISION OF TCI INDUSTRIES		
Part No.	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
501499	GEAR, RING			
50115	BUCKET			
HX058	ACTUATOR			
501374	CYLINDER, HYD TILT			
502242	PIN, BUCKET			
579110	DECAL, OUTRIGGER			
501294	BUSHING, BUCKET 6" LONG			
50087	SPRING			
60229	DECAL			
10350	DOVETAIL, BUCKET			
502235	PIN BUCKET			
501986	PIN RETAINER			
<b>ARMLIFT TOTAL</b>		\$	-	\$

Item No. 10		Manufacturer / Description: AUTOCAR PARTS		
Part No.	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
20354814	JACK, PNEUMATIC CAB			
A7350001001	VALVE, LIFT AXLE			
A6110032001	COMPRESSOR, A/C			
3080794	REGULATOR, LH WINDOW			
HV225570	EVAPORATOR, UPPER UNIT			
A4300011001	TANK, FUEL 75 GALLON			
A4310008001	TANK, L/H FUEL 75 GALLON			
A6621026001	MOUNT, CAB REAR			
64179037	CUSHION, WALKING BEAM			
3080795	REGULATOR, R/H WINDOW			
A2230213001	TUBE, AIR INTAKE, FIL TO TURBO			
<b>AUTOCAR TOTAL</b>		\$	-	\$

Item No. 11		Manufacturer / Description: BALKAMP SERVICE ITEMS (Or Equal)			(Choose One)		
Part No	Part Description	Manufacturer	Manufacturer Part No	Unit Price (\$)	Discount Price (\$)	Markup Price (\$)	
7353958	WRAP, EXH						
7303051	BELT, SEAT 84" UNIVERSAL KIT						
7451097	FAN, DASH						
8195517	STRUT, GAS 60 LBS						
8101016	PUMP, 12V ELECTRIC FUEL						
8234016	MAT, GRAY RUBBER FLOOR						
7301623	HORN, HIGH NOTE STDH15T						
8195622	STRUT, GAS 60 LBS						
8278015	FAN, HYD COOLER						
8195515	STRUT						
<b>BALKAMP TOTAL</b>					\$	-	\$

Item No. 12		Manufacturer / Description: BCA BEARING		
Part No.	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
513179	HUB, FRONT INCL. ABS SENSOR IMP			
515071	BEARING, FRONT WHEEL HUB			
515097	HUB & BRGS FRT. - TAHOE			
515105	HUB ASSY, R/H			
515054	HUB BEARING, FT, W/SPEED			
515104	HUB / BEARING ASSY, L/H FRONT			
515086	HUB, HD			
513230	HUB, ASSY			
515100	HUB, FRT. WHEEL			
512357	HUB, REAR W/BEARING IMPALA			
<b>BCA BEARING TOTAL</b>		\$	-	\$



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME North Valley Motorsports

Item No. 13		Manufacturer / Description: BENDIX AIR BRAKE PARTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
X109493	CARTRIDGE, AD-IP			
X109477	DRYER			
288774	VALVE, E-7 FOOT BRAKE CONDOR			
K022105	VALVE, PURGE [ADIP]			
801360	VALVE, MV3 DASH			
X109685	DRIER, AIR			
X275491	GOVERNOR, D-2			
K022884	CHAMBER, 30/30 LONG STROKE			
801481	VALVE, ABS MODULATOR			
800573	VALVE, BRAKE PARK DUAL			
6013257	PADS, BRAKE PIERCE			
<b>BENDIX AIR BRAKE TOTAL</b>		\$	-	\$

Item No. 14		Manufacturer / Description: BOBCAT COMPANY PARTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
6729029	ATTACHMENT, BOBTACH QUICK			
7144702	POINT, JACK HAMMER			
6672259	TEETH, ASPHALT CUTTER			
6658145	TANK, R/H WATER			
6678432	BRACKET, WATER TANK			
6680018	COUPLER, FEM AT BLK ON BOBCAT			
6719434	HARNESS, WIRING			
6674688	COUPLER, MALE			
6672960	COUPLER, 3/4 FEMALE HYD			
6693241	KEY			
<b>Bobcat Comapny Total</b>		\$	-	\$

Item No. 15		Manufacturer / Description: BOMAG PARTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
413011410	SENSOR, ROPE			
D2324127	TOOL, CUTTING EDGE			
D2324110	PLATE, WEAR			
D2328013	BAR, JOINT			
320061020	SEAL, OIL			
420010024	MANIPULATOR			
330100150	CAPILLARY			
429090567	LIGHT			
330122088	VALVE, SOLENOID			
314154454	BEARING			
D2554010	SHAFT, HOLLOW			
<b>Bomag Total</b>		\$	-	\$

Item No. 16		Manufacturer / Description: BREEZE		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
CT300L	CLAMP, TORQUE			
CT350L	CLAMP, TORQUE			
CT250L	CLAMP, TORQUE			
CT200L	CLAMP, TORQUE			
9412	CLAMP #12			
B92260408	CLAMP 4 T-BOLT			
CT8420	CLAMP, CONSTANT TORQUE HOSE			
CT9424	CLAMP, 1-3/4" SILICONE			
9448	CLAMP #48			
CT400L	CLAMP, HOSE 4" CONT TORQ			
B92260450	CLAMP T-BOLT			
9416	CLAMP, #16			
<b>Breeze Total</b>		\$	-	\$



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME North Valley Motorsports

Item No. 17		Manufacturer / Description: BROOM BEAR		
Part No	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
6206818	SHOE, DRAG - CARBIDE			
1095867	CYL, AIR G/B IN/OUT UP/DOWN			
1067033	PUMP, WATER			
1108140	DEFLECTOR, CENTER DIRT			
5711606	FLIGHT, ELEVATOR ASSY			
5710509	CHAIN, ELEVATOR			
1111112	WELDMENT D/SHOE R/S			
1111109	GUIDE, RUBBER			
1097866	SHOE ASSY, DIRT			
5711576	CYLINDER, ELEVATOR TILT.			
1111113	WELDMENT, DRAGSHOE L/H			
1059426	CYLINDER, HOPPER DOOR			
<b>Broom Bear Total</b>		\$	-	\$

Item No. 18		Manufacturer / Description: BROWN BEAR		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
R039067	PUMP, LOWER IMP			
R039086	PUMP, UPPER IMP			
R040480	PUMP, GEAR			
19140	VALVE, CONTROL			
41102	MOTOR, HYDRAULIC DRIVE			
18198	FILTER, INLINE HYDRAULIC			
9311	FAN			
9308	GUARD, FAN FINGER			
40396	SWITCH, N/S			
25065	SEAL			
43512	CONNECTOR			
21111	BEARING			
<b>Brown Bear Total</b>		\$	-	\$

Item No. 19		Manufacturer / Description: BULLDOG		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
182800	JACK, TRAILER 4"X4"			
190500	JACK, 7K DROP LEG			
190754	JACK, SQUARE			
190704	JACK, 7K DROP LEG			
158452	JACK			
182400	JACK, TRAILER			
198100	JACK, TRL W/SWIVEL			
151401	JACK, TRAILER			
15181	HANDLE, JACK CRANK			
178151	JACK, TONGUE			
500245	WHEEL, TRAILER JACK			
155033	JACK, TRL A-FRAME 2K LB			
<b>Bulldog Total</b>		\$	-	\$

Item No. 20		Manufacturer / Description: BUSSMAN FUSES & CIRCUIT BREAKERS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
JJS200	FUSE, JJS-200			
AGC10	FUSE, 10			
AGC5	FUSE			
ACX20	FUSE, 20 AMP.			
FMX60	FUSE, YELLOW 60A			
ATC3	FUSE			
CB21120	CIRCUIT BREAKER, 20 AMP			
AMG125	FUSE, 125A			
CB21125	BREAKER, CIRC MINI			
FMX30	FUSE, PINK 30A			
<b>Bussman Fuses &amp; Circuit Breakers Total</b>		\$	-	\$





**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME: North Valley Motorsports

Item No. 21		Manufacturer / Description: BUYERS PRODUCTS		
Part No.	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
66070	PIN, SAFETY			
PH55	HITCH			
BDB1385	DRAWBAR, 3" ID X 4 5 C/C MOUNT			
D2120	BUMPER, RUBBER BODY D			
1702100	BOX, UNDER DECK UTILITY			
BSSPT52	SHIFTER, P T O			
66064	SAFETY PIN			
BAV020	VALVE, AIR			
39LL71	LOCK CYL W/KEYS			
BAV050SA	VALVE, AIR, W/SOLENOID			
BSSPU52	LEVER, BED DUMP CONTROL			
WJ195	LATCH, 3 5" RUBBER [FOR LADDER]			
PM87	MOUNT, PINTLE HOOK			
		Buyers Total	\$ -	\$ -

Item No. 22		Manufacturer / Description: CASE BACKHOE/LOADER PARTS		
Part No.	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
D142314	PAD, OUTRIGGER			
A168874	ACTUATOR, ASSY.			
245466A1	PIN, BUCKET TOOTH			
D136811	SHANK, BUCKET			
2855622	TENSIONER			
D125223	WHEEL			
A77313	KEY, IGN			
87310274	ORING			
87454548	WIPER SEAL			
222101	SLEEVE			
		Case Backhoe/ Loader Total	\$ -	\$ -

Item No. 23		Manufacturer / Description: CATERPILLAR GENERATOR		
Part No.	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
8T2657	JOINT			
6V2695	SEAL			
1272176	SEAL			
4F7389	ORING			
5G1442	GASKET			
5P8862	SEAL			
6V5102	SEAL			
7L4302	GASKET			
9L6647	BELT			
1525705	GASKET			
		Caterpillar Generator Total	\$ -	\$ -

Item No. 24		Manufacturer / Description: CATERPILLAR OFF HIGHWAY		
Part No.	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
140195	HOSE, WASHER			
2J3507	NUT, PLOW			
4J9208	BOLT			
5P8250	WASHER, PLOW BOLT			
3261644	FILTER, FUEL			
3089679	FILTER, FUEL			
6V8237	WASHER			
8T0380	BOLT, WHEEL			
3882099	FILTER, PRIMARY AIR			
3318108	FILTER, SECONDARY AIR			
3283655	FILTER, TRANSMISSION			
		Caterpillar Off Highway Total	\$ -	\$ -



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME North Valley Motorsports

Item No. 25		Manufacturer / Description: CATERPILLAR ON HIGHWAY				
Part No.	Part Description	Unit Price (\$)	(Choose One)			
			Discount Price (\$)	Markup Price (\$)		
1293184	HEAD BOLT					
7C8296	ISOLATOR					
2S5658	WASHER					
3E8017	LOCK NUT					
7C8292	ISOLATOR					
1523001	BOLT					
4P8525	SPACER					
10R1054	TURBO					
2210860	GASKET					
10R8888	CYLINDER HEAD					
Caterpillar On Highway Total		\$	-	\$		

Item No. 26		Manufacturer / Description: CHELSEA PTO PRODUCTS				
Part No.	Part Description	Unit Price (\$)	(Choose One)			
			Discount Price (\$)	Markup Price (\$)		
859XGFJPK5XV	PTO PUMP					
277XDFJPB5RA	PTO					
277XGFJPB5RB	PTO ASSEMBLY					
859XGFJPB5XV	PTO PUMP					
277XGFJPB5XK	PTO					
277XBFJPB5XK	PTO					
260XAAJP W3XP	PTO ASSY					
32914512X	SOLENOID, PTO VALVE ASSY					
380D1112	SOLENOID, PTO. (859 SERIES)					
329650X	CONTROL BOX, PTO SPEED LIMITER					
329144X	VALVE CAP ASSY. (COVER)					
3796041	SOLENOID, PTO VALVE 12VOLT					
CHELSEA PTO Total		\$	-	\$		

Item No. 27		Manufacturer / Description: CHEMICAL CLEANERS (or Equal)				
Part No.	Part Description	Manufacturer	Manufacturer Part No.	Unit Price (\$)	(Choose One)	
					Discount Price (\$)	Markup Price (\$)
N/A	27 (a) ELECTRICAL CONTACT CLEANER EQUAL TO CRC 2140 GLASS AEROSOL FOAMING CLEANER EQUAL TO CRC 14412					
					CHEMICAL CLEANERS (equal to CRC) TOTAL	\$ - \$ -
N/A	27 (b) UPHOLSTERY CLEANER EQUAL TO MAC 3700 NON-CHLORINE BRAKE CLEANER EQUAL TO MAC 4800 OR TCC 2413					
					CHEMICAL CLEANERS (equal to MAC) TOTAL	\$ - \$ -
N/A	27 (c) CARBURETOR CLEANER EQUAL TO TCC 4642 NON-CHLORINE BRAKE CLEANER EQUAL TO MAC 4800 OR TCC 2413 FUEL INJECTOR CLEANER EQUAL TO TCC 4684					
					CHEMICAL CLEANERS (equal to TCC) TOTAL	\$ - \$ -
N/A	27 (d) PLASTIC CLEANER EQUAL TO MEGUIARS M1708					
					CHEMICAL CLEANERS (equal to Meguiars) TOTAL	\$ - \$ -
N/A	27 (e) 1 GALLON PREMIXED WINDSHIELD FLUID CLEANER EQUAL TO RUGGED WASHER SOLVENT 01041					
					CHEMICAL CLEANERS (for premix w/s washer fluid) TOTAL	\$ - \$ -

Item No. 28		Manufacturer / Description: CHRYSLER AND DODGE PARTS				
Part No.	Part Description	Unit Price (\$)	(Choose One)			
			Discount Price (\$)	Markup Price (\$)		
52102076AE	TANK, FUEL					
R6040143AH	ECM					
4798158AC	BOOSTER					
55037619AF	CONDENSOR, A/C					
R4671548AG	PCM					
R6040264AG	PCM					
55056559AA	CONTROL, A/C - HEATER					
5DW45RAZ	SEAT BELT					
5015419AA	VALVE, BRAKE PROPORTING					
4874044AD	EVAPORATOR, A/C RHD WRANGLER					
5205846D	CROSSMEMBER					
4798157	MASTER CYLINDER					



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
Procurement Division  
251 W. Washington St.  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST**  
BY MANUFACTURER

OFFEROR NAME

North Valley Motorsports

Chrysler and Dodge Total | \$ - | \$ . |



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME: North Valley Motorsports

Item No. 29		Manufacturer / Description: CODE 3		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
S22001	LENS, OUTBOARD			
S95880	REFLECTOR, ROTATING			
S96833	REFLECTOR ASSY			
S95984M	ROTATOR, FAST			
LXEX2FRRH	LIGHT, LED 16 RED/RED			
LXEX2FBR	LIGHT, RD/BL STACKED LED X			
PSE475	POWER SUPPLY			
S89149	OSCILATER ASSY			
S95984	ROTATOR, ASSY MOTOR			
LXEX1FRH	LIGHT, RED L E D			
S96836M	ROTATOR, FAST			
LXEX2FAAH	AMBER/AMBER			
Code 3 Total		\$	-	\$

Item No. 30		Manufacturer / Description: COLE HERSEE		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
48051	ISOLATOR			
24059	SOLENOID, 12V CONTINUOUS DUTY			
48122	ISOLATOR, BATTERY			
7590401	SWITCH, CUTOFF 4 WIRE			
9564704	SWITCH, IGNITION			
7560001	SWITCH, WIPER			
24143	SOL, CONT DUTY			
5730001	SWITCH, ILL. ROCKER 25A			
91126	SWITCH			
48162	ISOLATOR, BATTERY			
3005530	CIRCUIT BREAKER			
Cole Hersee Total		\$	-	\$

Item No. 31		Manufacturer / Description: CUMMINS ENGINE PARTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
CV50628	FILTER, BREATHER			
4936228	HEAD, AIR COMP W/GASKET			
5263310RX	INJECTOR			
4090051RX	TURBO			
4940809	PULLEY, CRANKSHAFT BELT DRIVE			
5263308PX	INJECTOR			
2872769	SENSOR, COOLANT LEVEL			
5263986	HOUSING, CRNKCAS BREATHER FILT			
5286677RX	COMPRESSOR, AIR BRAKE.			
4955462RX	TURBO			
4954200RX	PUMP, INJECTION			
4089879RX	TURBO			
Cummins Engine Total		\$	-	\$

Item No. 32		Manufacturer / Description: DADEE MANUFACTURING		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
32370912	FITLER HYD TANK			
31230712	SENSOR ROTARY			
10100595	SEAL, TAILGATE			
31232299	SENSOR, ROTARY PACKER BLD			
49021576	ARM ASSY, REAR GRIP			
31200895	JOYSTICK			
3101014	SPRING, GRIP			
31230707	SWITCH PROX			
34140658	BEARING CARRIER ARM			
32301060	BREATHER			
24021626	LINK			
31202049	CAMERA, COLOR			
DaDee Total		\$	-	\$



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME North Valley Motorsports

Item No. 33		Manufacturer / Description: DETROIT DIESEL ENGINE PARTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
E23535288	COOLER, EGR			
R414703002S	INJECTORS, SET OF 6			
R23534775	TURBO			
R23515635	TURBO			
E23534004	TURBO			
R23536834	NUMATIC CONTROL VALVE			
R23535017	PUMP, WATER			
R23533694	CAMSHAFT			
EA9062006501	PUMP, WATER			
R23535534	COMPRESSOR, AIR			
23530981	STUD, ASSY			
R23522707	PUMP, WATER			
Detroit Diesel Engine Total		\$	\$	\$

Item No. 34		Manufacturer / Description: DEXTER TRAILER PARTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
7148	SHOE, BRAKE 12X2			
82194	DRUM, BRAKE GREASE HUB			
82199	DRUM, BRAKE WET STYLE HUB			
5504099	SLACK ADJUSTER			
K71359	KIT, TRAILER EQUALIZER - H D			
23464	PLATE, BACKING L/S			
23465	PLATE, BACKING R/S			
K7198	KIT, BRAKE HARDWARE			
821913	DRUM, W/HUB 9/16" STUDS			
8219	DRUM, BRAKE			
K71496	SHOES, R/H BRAKE			
2318000	BRAKES L/H			
Dexter Trailer Parts Total		\$	\$	\$

Item No. 35		Manufacturer / Description: DONALDSON FILTER PRODUCTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
P527682	FILTER, OEM AIR CONDORS			
P181052	FILTER, OUTER AIR KUBOTA			
H002223	CLEANER, PRE-AIR			
P541855	SEAL, AIR FILTER HOUSING			
P158324	BOWL, PRECLEANER			
P123160	FILTER, INNER KUB			
P020227	BOWL, PRE CLEANER			
P546755	FILTER, AIR			
H000607	HOOD, AIR INLET			
P540968	COVER, AIR CLEANER			
P103113	CUP, AIR CLEANER DUST (COVER)			
Donaldson Filter Total		\$	\$	\$

Item No. 36		Manufacturer / Description: DORMAN PRODUCTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
615175	MANIFOLD, INTAKE FORD 4 6 ENG			
748173	REGULATOR, R/H FRONT			
748510	REGULATOR, WINDOW L REAR			
748172	REGULATOR, WINDOW L/H FRNT			
615188	INTAKE, 5 4L PLASTIC			
630214	AXLE, CRN/VIC REAR			
620120	FAN, COOLING 03-06 CRN VIC			
615201	GASKET, V/C 7 3L			
520171	ARM, L/H U/C			
520218	ARM, R/H UPPER CONTROL			
520217	ARM, L/H UPPER CONTROL			
Dorman Total		\$	\$	\$



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME North Valley Motorsports

Item No. 37		Manufacturer / Description: ECCO PRODUCTS		
Part No	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
5150ACC	STROBE BAR			
6650A	STROBE			
6670A	STROBE			
850	ALARM, BACK-UP			
9230	SUPPLY, POWER			
R6501FT	FLASHTUBE			
520	ALARM, B/U			
9460	MODULE, POWER SUPPLY - STROBE			
6220A	STROBE, MINI AMBER			
6770	LAMP, STROBE MAGNET MOUNT			
R5100LA	LENS, AMBER FOR ECC5150ACC			
Ecco Total		\$	-	\$

Item No. 38		Manufacturer / Description: ECHLIN PRODUCTS		
Part No	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
1CB100	BOOT, SPARK PLUG			
1C400	COIL, IGN SQUARE CUT			
MPEKS6206SB	SWITCH, IGNITION			
MPEKS6747LSB	CYLINDER, IGN LOCK			
MPERR207SB	CAP, DIST.			
MPERR253SB	CAP, DIST			
CRB212085	INJ. SEAL KIT			
DJ6155	SWITCH, JAMB/AJAR 22MM			
Echlin Total		\$	-	\$

Item No. 39		Manufacturer / Description: ELGIN SWEEPER		
Part No	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
1080777	ACTUATOR, GUTTER BROOM			
1039694	SHAFT, MAIN BROOM			
1081098	SKIRT, DIRT SHOE			
1097905	STUB SHAFT, R/H			
1075843	SKIRT, G/BROOM CURB			
1100742	INDICATOR, WATER LEVEL			
7274030	VALVE			
1108143	DEFLECTOR, CENTER DIRT			
1070421	CURTAIN CONVEYOR			
0730166	GAUGE, G/B & MAIN BROOM WEAR			
7274070	COIL			
Elgin Total		\$	-	\$

Item No. 40		Manufacturer / Description: EUCLID BRAKE PARTS		
Part No	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
E8981	STUD, WHEEL			
E6000	NUT, FLANGED WHEEL			
E10878	SHOE			
E9644	BRAKE SPRING KIT			
E5445	BUSHING, KING PIN			
E9524R	STUD, WHEEL 330S REPL HUB			
E10875	SPRING KIT, DEXTER 12 25 PQ			
E10949A	ADJUSTER, SLACK			
E5560R	STUD, WHEEL			
E9524L	STUD, WHEEL			
E3518	KIT, SPRING KIT			
Euclid Brake Total		\$	-	\$



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME North Valley Motorsports

Item No. 41		Manufacturer / Description: FEDERAL SIGNAL PRODUCTS		
Part No	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
620122	SPOTLIGHT, REMOTE CONTO			
BP200EF	SIREN			
ES100	SPEAKER, BP200			
Z8616033B-03	AMPLIFIER, SIREN			
Q2BP-012PSD	SIREN			
GL5-R	STROBE, RED			
605501-02	LIGHT, WARNING OVAL LED 4X			
Z82808003J-02	BRAKE ASSY, SIREN			
605523-02	LIGHT			
Z8616015A	CONTROL HEAD, EQ2B			
V-ROTK	LIGHT, ROTATING			
321102	LIGHT BAR			
Federal Signal Total		\$	-	\$

Item No. 42		Manufacturer / Description: FELPRO GASKETS		
Part No	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
MS96587	INTAKE GASKET			
MS98003T	GASKET SET, INTAKE MANIFOLD			
MS98011T3	GASKET, INTAKE MANI			
MS98002T	GASKET SET, INT7VC			
HS9036PT1	SET, HEAD GASKET			
OS30680R	GASKET, ENG OIL PAN SET			
MS96696	GASKET, INTAKE SET			
HS26191PT1	GASKET SET, HEAD			
MS98008T3	GASKET SET, INTAKE			
CS9284	GASKET, CONVERSION SET			
MS90131	GASKET SET, UP/LOW INTAKE ***			
MS98015T	GASKET, INTAKE SET			
Felpro Total		\$	-	\$

Item No. 43		Manufacturer / Description: FIRESTONE AIR BAGS		
Part No	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
9321	AIR BAG, REAR MCN/CONDOR TAG			
9144	AIR BAG			
9370	AIR BAG, SUSPENSION			
6902	AIR BAG, TAG LIFT			
W013589448	AIR BAG			
9101	AIR BAG, TAG AXLE			
W013589599	AIR BAG			
W013589459	AIR BAG			
W013589472	AIR BAG			
8033	AIR BAG			
W013589218	BAG, AIR A M LAF PUMPER			
Firestone Air Bags Total		\$	-	\$

Item No. 44		Manufacturer / Description: FLEETGUARD		
Part No	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
CC2834	TOTE, COOLANT			
1836627000	CONTROL, CAB TILT			
126902001	BELT 8 RIB			
LF9080	FILTER, ENGINE OIL			
WF2071	FILTER, WATER			
CV50633	FILTER, CUMMINS CRANKCASE			
CC2825	ANTIFREEZE, MIXED [GALLON]			
GT4080562DF	BELT A/C			
AF25773	FILTER, AIR			
CV50628	FILTER, CRANK CASE			
DCA70L	ADDITIVE, COOLANT DCA4			
CV50607	FILTER, CUMMINS CRANKCASE			
Fleetguard Total		\$	-	\$



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME: North Valley Motorsports

Item No. 45		Manufacturer / Description: FORCE-4		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
S95983M	LIGHT, ROTATOR			
S96828	REFLECTOR & MOTOR 11/16"			
S20021	LENS, FORCE 4 CENTER			
S22011	LENS			
T02313	LENS, BLUE			
T01112	LENS, RED			
Force-4 Total		\$	-	\$

Item No. 46		Manufacturer / Description: FORD PASSENGER CAR LIGHT & MEDIUM DUTY PARTS		
Part No	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
4W7Z12029AA	COIL, IGNITION ALL & CNG			
5C3Z9VE527BRM	INJECTOR, 99-03 7 3			
6W1Z9D853AA	CANISTER, EVAP			
7W1Z3C529B	COLUMN, STEERING			
3L3Z12029BA	COIL, IGN 5 4L EXPED			
6W1Z9H307D	MODULE, F/P AND SENDER ASY			
3C2Z9C968AA	REGULATOR, CNG (DEDICATED CNG)			
2C2Z9C112AA	VALVE, CNG FILL BI FUEL			
5W7Z2C219AB	MODULE, ABS CONTROL			
2C2Z19V703BC	COMP, A/C			
PZH14F	PLUG, SPARK 5 4L			
XT6QSP	ATF, MERCON SP TYPE			
Ford Passenger Car Total		\$	-	\$

Item No. 47		Manufacturer / Description: FORD STERLING HEAVY DUTY PARTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
F4HZ8C261B	GASKET, RADIATOR TANK			
F0HZ13341B	SWITCH, TURN SIGNAL			
F1HZ19980BX	CONTROL HEAD, A/C-HEATER			
F6HZ15443A	SWITCH, CAB MARKER LIGHT			
Ford-Sterling Total		\$	-	\$

Item No. 48		Manufacturer / Description: FOUR SEASONS A/C AND HEATING PARTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
69991	FLUSH, QUART A/C			
78588	COMPRESSOR			
78363	COMPRESSOR, A/C			
58950	COMPRESSOR, A/C			
38878	VALVE, EXPANSION H D TRUCK			
98271	COMPRESSOR, A/C			
58992	COMPRESSOR, A/C			
68589	COMP, A/C 830/930 ALF CONDOR			
58152	COMPRESSOR, A/C			
58167	COMPRESSOR, A/C (NEW)			
58168	COMPRESSOR, A/C			
Four Seasons Total		\$	-	\$

Item No. 49		Manufacturer / Description: FREIGHTLINER PARTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
A0526612005	RADIATOR, 08-2010 ALF CONDOR			
A1827935005	JACK, CAB			
A1861480001	STEP, R/H CAB			
A1861480000	STEP, L/H CAB			
ABPN83304543S	COMP, A/C ASSY SUPER H/D			
1849967001	STEP, ONE PIECE R/H CAB			
BHTB7593	RADIATOR, ASSY			
SGM00830013	MOTOR BLOWER A/C			
HOBX86427	SWITCH, COMB T/S, H/L, W/S/W			
A2259713000	MIRROR, SPOT			
1849967000	STEP, ONE PIECE L/H CAB			
1846483001	REGULATOR, R/H ELECTRIC WINDOW			
Freightliner Total		\$	-	\$





**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME North Valley Motorsports

Item No. 50		Manufacturer / Description: GATES BELTS, PULLEYS AND TENSIONERS		
Part No	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
K080922	BELT			
K040378	BELT, A/C			
K060935	BELT, SERPENTINE			
K080991	BELT, SERP			
K061093	BELT, SERPENTINE			
K060990	BELT, SERPENTINE			
K080934	BELT			
38158	BELT, TENSIONER			
K080774	BELT, SERPENTINE			
0412	BELT			
Gate Belts, Pulleys and Tensioners Total		\$	-	\$ -

Item No. 51		Manufacturer / Description: GATES HYDRAULIC FITTINGS AND HOSES		
Part No	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
70392	HOSE, 8M2T HYD SPOOL			
70948	HOSE, 16EFG4K			
70831	HOSE, #12 HYD 12EFG4K			
70863	HOSE, # 8 HYD 8EFG4K			
70488	HOSE, #10 HYDRALIC 10M3K			
G251791012	FITTING			
G209950408	FERRYKEM CRIMP # 8 HOSE			
G2517000806	FITTING, 6 JIC			
G251650810	FITTING, HYD			
70946	HOSE, 8EFG4K-MTF			
70490	HOSE, 16M3K			
G209950416	FERRULE, CRIMP #16 HOSE.			
Gates Hydraulic Fittings and Hoses Total		\$	-	\$ -

Item No. 52		Manufacturer / Description: GATES WATER PUMPS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
43315	PUMP, WATER			
45005	PUMP, WATER			
22038	PUMP, WATER			
41019	PUMP, WATER			
42586	PUMP, WATER			
43034	PUMP, WATER			
45010	PUMP, WATER			
41020	PUMP, WATER			
41122	PUMP, WATER			
21909	PUMP, WATER			
Gates Water Pumps Total		\$	-	\$ -

Item No. 53		Manufacturer / Description: GENERAC GENERATOR PARTS		
Part No	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
63919	BOARD, EXERCISE			
0830890SRV	BOARD, CONTROL			
CB125210200	HEATER, BLOCK			
969540332	PUMP, WATER			
678290SRV	SENSOR, UTILITY			
67629	BOARD, VOLTAGE SENSOR			
0536660SRV	SENDER, O/P GAUGE			
OD2244M	PICK-UP, MAG			
OC3759	HOUSING			
590890102	BYPASS, OIL FILTER			
OC29200215	FILTER, OIL			
0G0725A	KIT, CLNT LVL SENSOR			
Generac Generator Total		\$	-	\$ -



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME North Valley Motorsports

Item No. 54		Manufacturer / Description: GENERAL MOTORS CORP OEM PARTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
19178614	ENGINE, 5 3 TAHOE LONG BLOCK			
20899523	HARNES, RELAY MOD			
19260303	CONDENSER, A/C			
22804418	ADJUSTER			
13586335	SENSOR, TPMS - MALIBU/TAHOE			
15947019	BOOSTER, BRAKE 07 TAHOE			
89019341	COMPRESSOR, A/C 08 IMP			
12580760	BODY, THROTTLE			
12346290	COOLANT, DEXCOOL			
15854941	MOUNT, L & R ENGINE TAHOE			
20790496	LATCH, DRIVERS DOOR			
19129788	ADAPTER, OIL COOLER 3 9L			
General Motor Total		\$	-	\$

Item No. 55		Manufacturer / Description: GOJO		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
7255-04	CLEANER, ORANGE HAND			
7220-04	SOAP, ANTIBACTERIAL HAND			
Gojo Total		\$	-	\$

Item No. 56		Manufacturer / Description: GROTE		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
44710	FLASHER, 2000 PETE			
52772	LIGHT, RED TAIL			
53782	LAMP, TAIL W/LIC LENS W/2 CONN			
64101	LIGHT, WORK			
12182	MIRROR, 8" CONVEX SPOT			
62171	LIGHT, BACKUP			
41160	TAPE, RED/SILVER REFLECTIVE			
53712	LAMP, LH TAIL W/R-H CONNECTOR			
64611	LIGHT, WORK			
G4002	LIGHT, STOP/TAIL RED (LED)			
12020	MIRROR, 12" ROUND CONVEX			
40650	TAPE, REFLECTIVE RED/SILVER 2"			
Grote Total		\$	-	\$

Item No. 57		Manufacturer / Description: GUNITE CORP		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
3782X	DRUM, BRAKE			
3600A	DRUM, BRAKE			
3800X	DRUM, BRAKE			
3757	DRUM, BRAKE			
3576X	DRUM, BRAKE			
AS1140	ADJUSTER, SLACK			
AS3002	CLEVIS, OFFSET 1/2X1/2-20			
Gunitite Total		\$	-	\$

Item No. 58		Manufacturer / Description: HARLEY DAVIDSON OEM MOTORCYCLE PARTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
9982403	OIL, QTS 20W50 SYNTHETIC			
7450506	REGULATOR, VOLTAGE			
4408200C	PADS, BRAKE			
6135603	TANK, FUEL			
T520	STAND, FRAME CENTER			
3781306	CLUTCH ASSY			
6055307	COVER, PRIMARY DRIVE			
9985105	OIL, PRIMARY DRIVE FORMULA +			
3793298	DISC, FRICTION			
4062105	ROTOR, REAR BRAKE W/ABS			
5823096AV	FAIRING, WHITE FRONT			
6043207	HOUSING			
Harley Davidson Total		\$	-	\$



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME: North Valley Motorsports

Item No. 59		Manufacturer / Description: HAYDEN COOLING PRODUCTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
3680	FAN, 12" ELECTRIC ASSY			
3710	FAN, 16" ELECTRIC COOLING			
3700	FAN, 16" ELECTRIC COOLING			
2766	CLUTCH, FAN SEVERE DUTY			
3690	FAN, 14" ELECT COOLING			
2784	CLUTCH, FAN [HEAVY DUTY]			
2832	CLUTCH, FAN			
2791	CLUTCH, FAN			
3261	CLUTCH, FAN			
2789	CLUTCH, FAN			
2799	CLUTCH, FAN 7 5L			
2778	CLUTCH, FAN COLORADO			
		Hayden Cooling Total	\$	\$

Item No. 60		Manufacturer / Description: HEIL REFUSE TRUCK PARTS (AFTERMARKET ONLY)		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
141847	PAD, GRIP ARM			
16403	CYL, HYD REACH			
16404	CYL, LIFT			
1087381	SWITCH, LIMIT			
315598300	VALVE BODY			
1085031	SWITCH, BODY DOWN (WHISKER)			
34432	BEARING, LINK			
932260	ARM, GRABBER L/H ASSY			
16407	CYLINDER, DUMP			
		Heil Refuse Truck Total	\$	\$

Item No. 61		Manufacturer / Description: HELLA PRODUCTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
H83074001	BULB, HID D1S			
78105	BULB, HALOGEN H1 12V 55W			
78140	BULB, HALOGEN 100W BLADE CONN			
78134	BULB, H3 12V 55W BLD CON			
8284811	LAMP, KIT DRIVING			
H61921001	SWITCH, RED ROCKER			
78145	BULB, 24V HALOGEN			
7794301	RELAY, 40A - FOR GM MOD KIT			
H84709001	PLUG, 5 PRONG W/PROOF			
86134	RELAY, 4 PRONG [BOSCH STYLE]			
87163	LAMP, WORK			
7794311	RELAY, 12V			
		Hella Total	\$	\$

Item No. 62		Manufacturer / Description: HONDA OEM MOTORCYCLE PARTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
06435MCSG02	PADS, REAR BRAKES	46.61	31.23	
06455MCSG02	PAD, FRONT BRAKES	44.83	30.04	
22203MCA000	DISC, PLATE "A"	13.02	10.06	
64150MCS305	WINDSCREEN	497.84	333.55	
22321MN5000	PLATE, CLUTCH	11.09	7.43	
51490MCA003	SEAL, FRONT FORK (1 SIDE)	38.85	22.01	
53300MCSG00	BRIDGE, FORK BAR	179.35	120.16	
06455MCSR01	PADS, FRONT BRAKE 09 HONDA	47.80	32.03	
64216MCSA30	GUARD, LEFT ENGINE	112.44	75.33	
64450MCS760	COWL, LEFT LOWER	272.76	182.75	
		Honda Total	\$	\$



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME North Valley motorsports

Item No. 63		Manufacturer / Description: HORTON FAN PRODUCTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
999853	CLUTCH, FAN			
999717	CLUTCH, FAN			
994922	CLUTCH, FAN			
996121	CLUTCH, FAN			
999142	CLUTCH, FAN			
999291	CLUTCH, FAN			
991450	CLUTCH, FAN			
991967	HUB ASSY, FAN CLUTCH			
994922	CLUTCH, FAN			
994925	HUB, FAN CLUTCH			
Horton Fan Total		\$	-	\$ -

Item No. 64		Manufacturer / Description: IDEAL CLAMPS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
5210	CLAMP, HOSE			
5203	CLAMP, HOSE			
5202	CLAMP, HOSE			
5212	CLAMP, HOSE			
5206	CLAMP, HOSE			
5256	CLAMP, HOSE			
5310	CLAMP, LINED #10 SILICONE			
5232	CLAMP, HOSE			
5228	CLAMP, HOSE			
5236	CLAMP, HOSE			
5224	CLAMP, HOSE			
5244	CLAMP, HOSE			
Ideal Clamps Total		\$	-	\$ -

Item No. 65		Manufacturer / Description: INGERSOLL RAND TOW BEHIND GENERATORS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
36899698	OIL, COMPRESSOR			
39160908	BELT, V			
38459582	COOLANT, SSR ULTRA			
92692284	COOLANT, ULTRA 5 LITRE			
35322379	VALVE, BLOWDOWN			
39588462	FILTER, AIR			
39907167	FILTER, OIL			
42411512	FILTER, OIL/AIR SEPARATOR			
22058531	SENDER, FUEL LEVEL			
Ingersoll Rand Tow Behind Generators Total		\$	-	\$ -

Item No. 66		Manufacturer / Description: INGERSOLL RAND/BLAW KNOX PAVERS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
20945069	ISOLATOR			
20295788	WIRE, IGN			
20313060	SWITCH			
20313078	SWITCH			
23201200	ISOLATOR			
20221990	WIRE, IGN			
20312997	SWITCH			
20313052	SWITCH			
20944302	NOZZLE, FUEL SPRAY			
19432010	PAD, BRAKE			
Ingersoll Rand/Blaw Knox Pavers Total		\$	-	\$ -



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME North Valley Motorsports

Item No. 67		Manufacturer / Description: INTERNATIONAL HARVESTER CO. (LIGHT & HEAVY DUTY)		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
1678282C92	INJECTOR KIT, FUEL			
7090595C91	EGR COOLER RIGHT SIDE			
1684507C3	SEATBELT, R/H			
1688882C91	GEAR BOX, STEERING			
3558090C91	GEAR, R/H SLAVE P/S			
SMR1889249C91	PUMP, WATER			
1664714C3	PANEL, L/H			
1817482C2	COVER, CRANKCASE FRT TIMING			
491668C92	KIT, HOOD LATCH			
1676832C91	COMPRESSOR, A/C			
4307362R91	EGR COOLER LEFT SIDE			
503740C91	HOUSING, PIVOT CAB			
International Harvester Company Total		\$	-	\$

Item No. 68		Manufacturer / Description: ISUZU TRUCK OEM PARTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
97162800	BOOSTER, BRK POWER			
97602803	INJECTOR, FUEL - REMAN			
97724179	SHOES, BRAKE			
97241035	PUMP, BRAKE VACUUM			
98078793	PUMP VACCUM			
97366991	DRIER, A/C			
97222913	RADIATOR			
97720210	SHOES, REAR BRAKE - AXLE SET			
98078361	PUMP, P/S			
97319056	DRUM, BRAKE REAR			
97400111	RETRACTOR, L/H SEATBELT ASSY.			
Isuzu Truck Total		\$	-	\$

Item No. 69		Manufacturer / Description: JACOBSEN MOWER PARTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
4272271	ASSY, LEFT SIDE DOOR			
5003841	KIT, BRAKE SHOE			
1003248R	PUMP, DOUBLE - REPAIR			
1003321.6	SKID, ANTI SCALP			
1003325.6	SKID, ANTI SCALP			
4277637	WINDSHIELD			
4256472	MOTOR, SPINDLE			
3009793	SPRING, GAS HOOD			
Jacobsen Mower Total		\$	-	\$

Item No. 70		Manufacturer / Description: JCB PARTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
561/60200	CYLINDER, BOOM NEW			
704/D7231	METER, TACH/HOUR			
830/12111	TUBE, CYLINDER			
556/60236	CYL, FRONT BUCKET TILT			
123/07439	CAB, ROOF			
123/06761	PADS, OUTRIGGER			
580/12204	FILTER			
32/925164	FILTER			
331/61706	STRUT, HOOD R/H ACCESS PANEL			
334/L2033	WHEEL, 16LX24 RIM 5 LUG			
813/00443	SEAL			
JCB Total		\$	-	\$



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME North Valley Motorsports

Item No. 71		Manufacturer / Description: JOHN DEERE AG & LAWN (GREEN)		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
AT195669	PAD, OUTRIGGER			
S319X1	PIN, KEEPER			
19M7866	SCREW			
19M7863	SCREW			
T161036	WASHER			
09H1776	BOLT			
M63200	RIVET			
AT280406	SEAL KIT			
147040	PIN			
19H2472	CAP SCREW			
		John Deere Ag Total	\$	\$

Item No. 72		Manufacturer / Description: JOHN DEERE CONSTRUCTION (YELLOW)		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
24M7243	WASHER			
AT195669	PAD, OUTRIGGER			
14M7278	NUT			
24H1536	WASHER			
24H1574	WASHER			
T103189	TOOTH, BUCKET			
T112195	PIN, BUCKET TOOTH			
T112196	WASHER			
AT195302	KEYS, IGNITION			
		John Deere Total	\$	\$

Item No. 73		Manufacturer / Description: KAWASAKI OEM MOTORCYCLE PARTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
BER783122	MODULE, A/C CONTROL	NA	NA	
550201070	GUARD, FRONT	308.53	206.72	
250051170	SPEEDOMETER	725.80	486.29	
41656200207	BUCKET WEAR PLATES	NA	NA	
250151114	TACHOMETER	505.00	338.35	
130881013	PLATE, FRICTION CLUTCH	11.26	7.54	
131691011	PLATE, FOOT BOARD	10.10	6.77	
550201071	GUARD, LH REAR	267.37	179.14	
340271121	BOARD, FOOT	119.63	80.15	
130891004	PLATE, STEEL CLUTCH	11.00	7.37	
571631	CHAIN, 530 2002 & UP	210.95	141.34	
460911864	SWITCH, R/H STARTER	151.05	101.20	
		Kawasaki Total	\$	\$

Item No. 74		Manufacturer / Description: KOHLER GENERATOR/ENGINE PARTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
CH7303208	ENGINE, COMPLETE			
GM42705	PUMP, WATER			
229051	PUMP LIFT ELECTRIC			
GM52727	RADIATOR			
GM42266	AIR FILTER			
354330	BOARD KIT, HEATER CONTROL			
2485335S	CARBURETOR, COMMAND 22 ENGINE			
2485334	CARB			
2455910S	PUMP, FUEL			
GM28569KP1	CHARGER			
225461	SOLENOID, FUEL SHUTDOWN			
		Kohler Generator/Engine Total	\$	\$

Item No. 75		Manufacturer / Description: KRYLON PAINT PRODUCTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
1501	PAINT, WHITE GLOSS			
1314	PRIMER, PLATINUM			
1801	PAINT, BLACK GLOSS			
2101	PAINT, SPRAY, CHERRY RED			
1602	PAINT, ULTRA FLAT BLACK			
1819	PAINT, CAT YELLOW			
1813	PAINT, YELLOW SAFETY			
1401	PAINT, SPRAY BRT-SIL [12]			
1817	PAINT, JOHN DEERE GREEN			
		Krylon Total	\$	\$



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME: North Valley Motorsports

Item No. 76		Manufacturer / Description: KUBOTA PARTS		
Part No.	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
R141196800	VALVE, DECLUTCH			
R140196800	VALVE, DECLUTCH (INCHING) R420			
R241534550	STEERING POWER			
R140115240	PLATE, FRICTION			
R240153380	HEADLAMP, W/SIDE SCREWS			
6888115230	PLATE			
R141164930	FILTER, HYDRAULIC CHARGE			
R141163860	FILTER, HYD			
R141115620	CASE, BRAKE PISTON			
R240134550	VALVE, STEERING			
R140153120	METER, HOUR W/TACH			
R140153350	HEADLIGHT, BTM STUD MNT			
Kubota Total		\$	-	\$ -

Item No. 77		Manufacturer / Description: KWIKEE/STEP		
Part No.	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
902309025	STEP, TRIPLE BLK W/MOTOR			
909770000	MOTOR, STEP KIT			
903908025	STEP, AUTOMATIC			
1101428	MOTOR, KIT			
FX12DC	LIGHT, SPOT			
178941	MOTOR, STEP			
2141001	MOTOR, STEP			
Kwikkee Total		\$	-	\$ -

Item No. 78		Manufacturer / Description: KYB SHOCKS		
Part No.	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
344367	SHOCK, FRONT			
344615	SHOCK, REAR W/7700 GVV 00-04			
551602	SHOCK, FRONT 03-10 CRN VIC P/D			
344370	SHOCK, FRONT			
344374	SHOCK, REAR EXC 7700			
KG6413	SHOCK, FRONT E450			
SS10309	STABILIZER, STEERING			
341244	SHOCK, REAR			
344041	SHOCKS, REAR			
344077	SHOCK, FRONT			
KYB Shocks Total		\$	-	\$ -

Item No. 79		Manufacturer / Description: LEACH REFUSE PARTS		
Part No.	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
106837	PUMP, HYD			
700097	VALVE 2SPOOL			
20975213	VALVE, CONTROL			
729809	FILTER, HYD			
704479	CYLINDER T/G			
200849	BLOCK, WEAR			
700507	COVER, HOPPER R/H PLASTIC			
100327	SWITCH MICRO			
Leach Refuse Total		\$	-	\$ -

Item No. 80		Manufacturer / Description: LITTLE FUSE		
Part No.	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
MIN15	FUSE			
MIN20	FUSE			
MIN10	FUSE			
TO30	FUSE			
TO10	FUSE			
TO15	FUSE			
MIN25	FUSE			
MIN30	FUSE			
Little Fuse Total		\$	-	\$ -



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST**  
 BY MANUFACTURER

OFFEROR NAME North Valley Motorsports

Item No. 81		Manufacturer / Description: LOCTITE		(Choose One)	
Part No.	Part Description	Unit Price (\$)	Discount Price (\$)	Markup Price (\$)	
82180	SILICONE, ULTRA BLACK				
56521	SEALANT, PIPE W/TEFLON				
80052	PENETRANT/LUBRICANT				
81981	GREASE, SPRAY WHT LITHIUM				
24200	THREAD LOCKER, BLUE				
22058	GREASE, DIELECTRIC				
80070	SILICONE, SPRAY				
80050	SILICONE SEALANT,				
20353	LUBE, SYNTHETIC CALIPER				
27100	THREAD LOCK, RED				
84101	EPOXY, 5 MIN				
80078	ANTI SEIZE				
		Loctite Total	\$ -	\$ -	

Item No. 82		Manufacturer / Description: MACK		(Choose One)	
Part No.	Part Description	Unit Price (\$)	Discount Price (\$)	Markup Price (\$)	
34RC499	SEAT BELT, D/S				
85130015	COMPRESSOR, A/C				
744GB53	HOSE				
20851217	TENSIONER, BELT				
RD588370	MOTOR BLOWER				
251857717	SEAT BELT R/H SIDE				
25186009	SEAT BELT, P/S				
25624851	STRIKER, DOOR				
41GC227	SPACER RUBBER OIL PAN				
		Mack Total	\$ -	\$ -	

Item No. 83		Manufacturer / Description: MCNEILUS REFUSE TRUCK PARTS		(Choose One)	
Part No.	Part Description	Unit Price (\$)	Discount Price (\$)	Markup Price (\$)	
1108291	CYL, CARRIER PANEL				
9400 60466	WELDMENT, MOUNT				
9400 60345	BLADE, SWEEP				
180 127063	PUMP, HYDRAULIC				
180 127063	PUMP, HYDRAULIC R/H ROTATION				
9770 602586	PUMP, HYDRAULIC L/H ROATATION				
9220 604908	SHOE, EJECT BLADE				
9170 602131	LIMITER, EJECTOR FORCE				
		McNeilus Refuse Truck Total	\$ -	\$ -	

Item No. 84		Manufacturer / Description: MERCEDES/BENZ PARTS		(Choose One)	
Part No.	Part Description	Unit Price (\$)	Discount Price (\$)	Markup Price (\$)	
A9060102413	PAN, OIL				
RA0040910501	PUMP, FUEL				
EA9061801465	COOLER, OIL				
A0052032675	T-STAT				
A9062001170	PULLEY, IDLER				
A0000902751	FILTER, FUEL				
A0002000115	KIT, THERMOSTAT				
A9060910224	BALL, FUEL CHECK				
A4721530028	SENSOR, DPF PRESSURE				
A9060140922	GASKET, OIL PAN. MBE900				
A0000925208	CAP, FUEL FILTER				
		Mercedes Benz Total	\$ -	\$ -	





**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST**  
 BY MANUFACTURER

OFFEROR NAME North Valley Motorsports

Item No. 85		Manufacturer / Description: MIDLAND/HADEX BRAKE PARTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
40010140	SLACK ADJUSTER #2 LEFT			
GC3036L	CHAMBER, 30/36 LONG STROKE			
40010141	ADJUSTER, SLACK (28 SPLINE)			
KN27000	VALVE, LEVEL SUSPENSION			
40010081	ADJUSTER, FRONT SLACK			
40010142	ADJUSTER, SLACK (10 SPLINE)			
KN30400	VALVE, RELAY			
3558052X	COMPRESSOR, REMAN AIR			
KN28500X	VALVE, RELAY			
GC3030L	CHAMBER, 30/30 LONG			
40010070	SLACK ADJ, FT			
11451	GLADHAND, EMERGENCY			
Midland/Haldex Brake Total		\$	-	\$ -

Item No. 86		Manufacturer / Description: MILTON		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
S516	INFLATOR, TIRE AIR			
S775	COUPLING, FEMALE AIR - F-NPT			
195110	PLASMA, FEED LINE 25FT			
S777	PLUG, MALE AIR M-NPT			
1875	COUPLER			
S1815	COUPLER, 1/2"			
249040	CABLE, MILLER			
P518	CHUCK, INFLATOR			
S448	GAUGE, TREAD DEPTH			
192048	ELECTRODE			
501	INFLATOR, REMOTE W/6' HOSE			
QT2-45	BODY TUBE			
Milton Total		\$	-	\$ -

Item No. 87		Manufacturer / Description: MONROE SHOCKS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
65162	SHOCK, FRONT			
911545	SHOCK, REAR			
65167	SHOCK, FRONT			
553001	SHOCK, FRONT NEW# KYB551602			
65139	SHOCK, FRONT			
34686	SHOCK, ABSORBER FRT			
65111	SHOCK, FRONT			
550018	SHOCK, REAR KYB555603			
Monroe Shocks Total		\$	-	\$ -

Item No. 88		Manufacturer / Description: MOOG		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
K8739T	ARM, IDLER			
515060	HUB ASSY			
ES3459	END, OUTER TIE ROD			
K8695T	BALL JOINT, LOWER			
K7106	ARM, IDLER			
K80027	BALL JOINT, LOWER			
K80028	BALL JOINT, UPPER			
K6534	ARM, IDLER			
EV370	TIE ROD, INNER			
ES3492T	TIEROD, END OUTER			
ES3367T	TIE ROD, R/H OUTER			
K6654	PITMAN ARM			
Moog Total		\$	-	\$ -



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME North Valley Motorsports

Item No. 89		Manufacturer / Description: MTI CRANE		
Part No	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
70716305	CYLINDER, LOWER BOOM			
981714884	CONTROL, UPPER BUCKET			
981713817	HOSE, LOWER BOOM PILOT			
50502532	VALVE, CONTROL			
981713813	HOSE, UPPER PILOT LINE KIT			
981715631	CYLINDER, AIR			
63000150	LINER, 24X48 BUCKET			
981700953	CRADLE, LOW BOOM RUBBER			
981702558	BUSHING, BLOCK PC			
981702994	FILTER, SUCTION			
981718513	HOSE ASSY			
981703914	SLEEVE, PLASTIC			
MTI Crane Total		\$	-	\$

Item No. 90		Manufacturer / Description: MUD FLAPS		
Part No	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
24X36P	24" X 36" X 1/8" PLASTIC MUD FLAP			
24X24R	24" X 24" X 1/4" RUBBER MUD FLAP			
24X30R	24" X 30" X 1/4" RUBBER MUD FLAP			
Mud Flaps Total		\$	-	\$

Item No. 91		Manufacturer / Description: MUNCIE PTO PRODUCTS		
Part No	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
CD10A1005M3ZX	PTO, CONSTANT DRIVE			
3982805M3	PTO			
CS24A1007H31X	PTO, CLUTCH SHIFT			
CS20A1010H3BX	PTO, L/H TENNANT CENTURION			
CS10A1007H1CX	PTO			
1373301	PUMP, HYDRAULIC			
CD10A1005M3YX	PTO, DIRECT DRIVE INTERNAL SPL			
CS24A1008H3KX	PTO			
49TA4130A	SHAFT, PTO EXTENSION			
30T37954	SWITCH, PTO PRESS			
43TK4038	KIT, HOSE			
CS20A1010H1BX	PTO, R/H			
Muncie PTO Total		\$	-	\$

Item No. 92		Manufacturer / Description: MYERS TIRE PRODUCTS		
Part No	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
72836	INDICATOR, LUG NUT (YELLOW)			
21534	CAP, GATOR VALVE			
23434	EXTENSION, VALVE 6" W/HEX HEAD			
24120	STEM, VALVE HIGH PRESSURE			
21131	TPMS STEM GM			
22060	EXTENSION KIT, VALVE STEM			
55044	WEIGHT, 1 00 LT WHL, NON LEAD			
55043	WEIGHT, 1 25 LT WHL, NON LEAD			
55041	WEIGHT, 1 75 LT WHL, NON LEAD			
Myers Tire Total		\$	-	\$

Item No. 93		Manufacturer / Description: NATIONAL SEAL PRODUCTS		
Part No	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
370120A	SEAL, WHEEL OIL BATH			
380049A	SEAL, FRONT WHEEL			
412920	SEAL, TRLR.			
380003A	SEAL HUB REPLACES			
4160	SEAL, WHEEL			
4148	SEAL, WHEEL FRT.			
710568	SEAL, REAR WHEEL			
370219A	SEAL, HUB			
370025A	SEAL, TAG AXLE			
710454	SEAL, REAR HUB DANA 60 F350			
41347D	SEAL, WHEEL			
370014A	SEAL, WHEEL OIL BATH			
National Seal Total		\$	-	\$



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST**  
 BY MANUFACTURER

OFFEROR NAME North Valley Motorsports

Item No. 94		Manufacturer / Description: NEW HOLLAND PARTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
87753839	PAD, OUTRIGGER STABILIZER			
87410096	RADIATOR			
85808472	PAD, WEAR			
85808473	PAD, WEAR			
85825102	PANEL, HOOD R/H			
85825103	PANEL, HOOD L/H			
85801938	SWITCH, FWD/REVERSE			
87415847	TENSIONER			
87410916	SHROUD, FAN			
85811421	GRILLE			
85824087	LOCK, ENGINE COVER			
		New Holland Total	\$	\$

Item No. 95		Manufacturer / Description: NEW WAY REFUSE TRUCK PARTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
119789	FILTER, HYD. 4 REQUIRED			
119238	FILTER, HYD. SPIN ON			
117195	PAD WEAR LOWER SLIDE			
120846	PUMP HYD			
1176643B	I/O BOX			
104520	VALVE, PACKER CONTROL STACK			
102332	SLIDE, LOWER			
105900	CYL HYD, BODY RAISE			
		New Way Refuse Truck Parts Total	\$	\$

Item No. 96		Manufacturer / Description: NOVA LIGHTING		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
EZHIDEC	BULB, POP IN GROMET - CLEAR			
HAFC	BULB, HIDE-A-FLASH SCREW MT			
XPAK604X	MODULE, 60 WATT POWER PACK			
XPAK904	STROBE, 90 WATT 4 OUTLET			
X1BRW	LIGHT, LED SIGNAL - X1100			
LIN36B	STROBE, BLUE			
LIN36R	STROBE, RED			
LIN36FKITBK	KIT, FLUSH MOUNT			
		NOVA Lighting Total	\$	\$

Item No. 97		Manufacturer / Description: OPW FUEL PRODUCTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
11B0100	NOZZLE, 3/4" DIESEL			
3360	BREAKAWAY, 3/4"X3/4"			
H04150M	GASKET, 4" DROP TUBE			
H11931M	SEAL, DROP TUBE			
2276	BREAKAWAY, 1" - HUSKEY			
7H100	NOZZLE, HIGH FLOW DIESEL (GREEN)			
EBF0751-3/4	ENTRY BOOT, 3/4" & 1"			
11BP0400	NOZZLE, UNLEADED			
199ASV2100	VALVE, ANTI SIPHON			
455075	SWIVEL, 1"			
		OPW Fuel Total	\$	\$

Item No. 98		Manufacturer / Description: OTR (OVER THE ROAD) BRAKE PRODUCTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
3030SB	CHAMBER, 30/30 BRAKE			
3030SBLS	CHAMBER, 30/30 LONG STROKE BRK			
3036SB	CHAMBER, 30/36 BRAKE			
SC3000	CHAMBER, BRAKE SINGLE 30 T/G			
SC2400	CHAMBER, #24 SINGLE			
SC2400LS	CHAMBER, 24 LONGSTROKE			
47001	ADJ, 10 SPLINE MANUAL SLACK			
		OTR Brake Total	\$	\$



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME North Valley Motorsports

Item No. 99		Manufacturer / Description: PARKER HOSE AND FITTINGS		
Part No.	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
518C6	HOSE, NON-CONDUCTIVE			
10655-6-6	FITTING			
13955-8-6	FITTING			
10655-8-6	FITTING			
13955-8-4	FITTING			
13955-8-8	FITTING			
14155-8-6	FITTING			
13955-6-6	FITTING			
F650LS	FITTING			
12HX6-S	COUPLER			
Parker Hose and Fittings Total		\$	-	\$

Item No. 100		Manufacturer / Description: PATS MASTER		
Part No.	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
3104	MOUNT, ENGINE			
2987	MOUNT, ENG R/FRONT			
3090	TORQUE MOUNT			
2712	MOUNT, ENGINE			
3173	MOUNT, L/H MOTOR			
3025	MOUNT, MOTOR			
3038	MOUNT, TRANSMISSION			
3174	MOUNT, R/H ENG			
2909	MOUNT, ENG			
2811	TRANS MOUNT			
2994	MOUNT, ENG			
2870	MOUNT, TRANS			
Pats Master Total		\$	-	\$

Item No. 101		Manufacturer / Description:		
Part No.	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
FXA053	COOLANT, H/D 50/50 EXT LIFE			
FXA053	COOLANT, L/D 50/50 EXT LIFE			
Total		\$	-	\$

Item No. 102		Manufacturer / Description: PEERLESS INDUSTRIAL GROUP (OR EQUAL)				
Part No.	Part Description	Manufacturer	Manufacturer Part No.	(Choose One)		
				Unit Price (\$)	Discount Price (\$)	Markup Price (\$)
8016666	SLIP HOOK, 1/2" W/SAFETY SNAP					
8016466	HOOK, SAFETY 3/8					
8453210	3/8 CHAIN COUPLING					
8453300	1/2 CHAIN COUPLING					
8016368	HOOK, SLIP - 5/16" SAFETY					
H0317-0820	GRADE 70 CHAIN, 1/2" (15' LENGTH)					
H0317-0520	GRADE 70 CHAIN, 5/16" (20' LENGTH)					
H0317-0620	GRADE 70 CHAIN, 3/8" (15' LENGTH)					
H0317-0420	GRADE 70 CHAIN, 1/4" (20' LENGTH)					
5200675	3/8" - 1/2" CHAIN LOAD BINDER					
5200375	5/16" - 3/8" CHAIN LOAD BINDER					
Peerless Industrial TOTAL				\$	-	\$

Item No. 103		Manufacturer / Description: PETERBUILT TRUCK PARTS		
Part No.	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
GW1871	FITTING, W/S/W BULKHEAD R/H			
T2242	BUSHING, REAR TORQUE ROD			
K371004	FILTER, FUEL SEP			
2018727	STRAP, DOOR CHECK STEEL			
TK21640T	BUSHING, TORQUE ARM KIT			
1210001000	KNOB, A/C FAN			
P9271800650	HARNES, FUEL SENDER			
8834901	DRIER, A/C (CAT C10)			
908022301	CAP, BLUE DEF (NON VENTED)			
2011525M001	CLEVIS			
Peterbuilt Truck Total		\$	-	\$



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME: North Valley Motorsports

Item No. 104		Manufacturer / Description: POWERBOSS SWEEPERS		
Part No	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
3318586	MOTOR, HYDRAULIC			
3334165	FILTER, HOPPER DUST 31X24X4			
3334166	FILTER, HOPPER			
3318524	BROOM, P/U			
3318690	WHEEL, MOLDED			
309351	ACTUATOR			
C28232640	ECM			
3305812	BROOM, MAIN			
3334549	SOLENOID, FUEL SHUT-OFF			
6511	BROOM, P/U			
4064345	BROOM, MAIN 45IN. 8D R			
		<b>Powerboss Sweepers Total</b>	\$	\$

Item No. 105		Manufacturer / Description: PRECCO PRODUCTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
4243A	STROBE			
4241A	STROBE			
8883M110	KIT, STG SEAL			
FT3864A	BULB, STROBE			
FT4200	BULB, STROBE			
581BB	KEEPER, WIRE & PIN			
		<b>Precco Products Total</b>	\$	\$

Item No. 106		Manufacturer / Description: PUBLIC SAFETY EQUIPMENT COMPANY		
Part No	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
OPX3LAA	OPTILASER, LED AMBER			
OLRDAH	OSCILASER			
AS450H	ARROWSTICK			
8105HS	LIGHTBAR, 2 LIGHT AMBER			
AS47LH	ARROWSTICK			
85BZAH	LIGHT, AMBER LED			
ASBCH	MODULE, ARROW STICK CONTROL			
ASDCH	CONTROLLER, ARROW STICK			
		<b>Public Safety Equipment Total</b>	\$	\$

Item No. 107		Manufacturer / Description: R134A REFRIGERANT		
Part No	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
R134A	REFRIGERANT, 30# CANISTER			
		<b>R134A Refrigerant Total</b>	\$	\$

Item No. 108		Manufacturer / Description: RAYBESTOS BRAKE PARTS (OR EQUAL)				
Part No.	Part Description	Manufacturer	Manufacturer Part No.	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
ATD1092P	PADS, BRAKE - FRT.					
ATD1184P	PADS, REAR BRAKE					
ATD1159P	PADS, FRONT BRAKE					
580279R	ROTOR, FRONT BRAKE HD OEM					
ATD698P	PADS, REAR BRAKE					
580403R	ROTOR, FRONT IMPALA OEM					
66654R	ROTOR, FRONT BRAKE W/4WAL 7STD					
PGD702M	PADS, FRONT BRAKE					
580687	ROTOR, BRAKE G4500 REAR					
580422R	ROTOR, REAR BRAKE OEM					
PGD711M	PADS, REAR BRAKE					
ATD784SV	PADS, SEVERE SERVICE					
		<b>Raybestos Brake Parts Total</b>		\$	\$	\$



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME North Valley Motorsports

Item No. 109		Manufacturer / Description: RED DOT PRODUCTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
75R8682Q	COMPRESSOR, A/C			
73R8592	MOTOR & FAN ASSY			
75R84172	COMPRESSOR, A/C			
75R8652	COMP, A/C			
73R5532	MOTOR, BLOWER			
74R3330	DRIER, A/C			
73R8612	FAN, 11 5 DIA CONDENSER			
71R7550	SWITCH, TRINARY FEM N/O			
77R1602	CONDENSER			
75R82312	COMP, A/C NEW			
RD587854P	MOTOR, CONDENSER FAN			
73R0462	MOTOR, BLOWER			
		Red Dot Products Total	\$	\$

Item No. 110		Manufacturer / Description: REYCO VEHICLE SUSPENSION		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
2020801	SEAT, R/H AXLE			
2018901	SEAT, L/H AXLE			
1634801	ROD, TORQUE ADJ			
1876201	ROD, TORQUE			
1618001	U-BOLT			
		Reyco Vehicle Suspension Total	\$	\$

Item No. 111		Manufacturer / Description: ROCKWELL		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
R955205	DRYER, AIR			
3218A1145	ROTOR, LARGE HOLE			
KIT2252H2DA	PAD, BRAKE AMLAF EAGLE			
23123642002	ROTOR FRT AMLF			
KIT15625PM	PADS, BRAKE			
R950014	KIT, PURGE VALVE			
R955342	SENSOR, ABS WABCO 90 DEG			
EX225H202XX00	CALIPER, FRONT			
EX225H201XX00	CALIPER, FRONT			
R950013	KIT, TURBO VALVE			
		Rockwell Total	\$	\$

Item No. 112		Manufacturer / Description: SAF HOLLAND		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
PH760	HITCH, PINTLE			
BH200RNS1	HITCH, PINTLE/BALL COMBO			
DB060FQ1	DRAWBAR EYE, 3"			
XA05963	PIN, PINTLE HITCH SAFETY			
DB1385	PINTLE EYE, 3" 4 5X4 5 BOLT MT			
		SAF Holland Total	\$	\$

Item No. 113		Manufacturer / Description: SAFETY VISION		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
SV620	CAMERA, LCD SYSTEM			
LCD70CBQKIT	BOX, CONTROL			
LCD70	MONITOR, COLOR			
SV523	CABLE, CAMERA SYSTEM			
LCD68	MONITOR, COLOR			
LCD64	MONITOR, FLAT SCREEN COLOR			
LCDCB	MODULE, LCD CONTROL BOX			
LCD70CBQHRNS	HARNES, CONTROL MODULE			
SVTT1540KIT	KIT, CAMERA 5TH WHEEL CABLE			
SVS5MMF	CABLE, HOPPER CAMERA 16 5' M/F			
SVS25CM	ADAPTER, CABLE-			
SV521	CABLE, CONTROL POWER			
		Safety Vision Total	\$	\$



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME: North Valley Motorsports

Item No. 114		Manufacturer / Description: SCHWARZE SWEEPER PARTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
204B88	CHAIN/FLIGHT ASSY			
203H85	REPAIR KIT, ELEVATOR SIDE PANEL			
28636	BEARING, LOWER ELEVATOR			
203H15	FLIGHT			
6501330	FLOOR, UPPER			
6501331	PANEL, ELEVATOR FLOOR			
29116	MOTOR, MAIN BRÖÖM			
28901	CHAIN, ELEVATOR			
60735	PUMP, WATER			
51214458	BINDER, 1/2"-5/8" LOAD			
29153	CYLINDER, PUB FLOAT			
28578	ORDER SCH29153			
Schwarze Sweeper Parts Total		\$	-	\$

Item No. 115		Manufacturer / Description: STANDARD IGNITION PRODUCTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
SPP87	BOOT, COIL			
7874	WIRES, IGNITION			
FD503	COIL, IGNITION			
DR39	COIL, IGNITION			
FD508	COIL, IGNITION			
US218	SWITCH, IGNITION			
US971	SWITCH, IGNITION			
7649	WIRES, IGNITION			
6675	PLUG			
Standard Ignition Products Total		\$	-	\$

Item No. 116		Manufacturer / Description: STANDARD SWITCHES, RELAYS AND SENSORS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
RY115	RELAY, 5 PRONG			
DS278	SWITCH, DOOR JAMB			
RY116	RELAY			
KS118	SENSOR, KNOCK			
DS125	SWITCH, DOOR JAMB			
PC123	SENSOR, CRANK			
DS796	SWITCH, TURN SIGNAL MULTI-FUNCTION			
Standard Switches, Relays and Sensors Total		\$	-	\$

Item No. 117		Manufacturer / Description: STANDARD WIRE		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
CL4S	LOOM, SPLIT 1/4" x 50'			
CL5S	LOOM, SPLIT 3/8" x 50'			
CL6S	LOOM, SPLIT 1/2" x 50'			
CS00C	CABLE, 2/0 100'			
CL11S	LOOM, SPLIT 3/4"			
CJ127L	WIRE, 7 CONDUCTOR			
CL13S	LOOM, SPLIT 1/2" x 50'			
Standard Wire Total		\$	-	\$

Item No. 118		Manufacturer / Description: STANT		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
10832	CAP, GAS '96-04 CV			
10841	CAP, GAS [TAHOE]			
10836	CAP, GAS [IMPALA]			
10231	CAP, RADIATOR 16#			
10840	CAP, GAS 05-07 CV			
48718	T-STAT, W/HSNG 2 8L GM			
10819	CAP, GAS			
13779	T-STAT			
10841Y	CAP, FUEL			
10248	CAP, COOLANT TANK			
14119	THERMOSTAT, W/RING SEAL			
10817	CAP, GAS EMISSION CONTROL			
Stant Total		\$	-	\$



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME: North Valley motorsparts

Item No. 119		Manufacturer / Description: <b>STEMCO</b>		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
3595995	WINDOW KIT, HUB			
3595990	PLUG, HUB			
3303009	GASKET, 8 HOLE HUB COVER			
3034009	CAP, HUB OIL			
3434249	CAP, HUB			
3595912	WINDOW KIT			
3595915	PLUG			
3434024	SEAL, FRONT HUB CAP			
3598137	VENT, AXLE HOUSING			
3303024	GASKET, AXLE COVER			
3929053	SEAL, REAR AXLE			
<b>Stemco Total</b>		\$	-	\$ -

Item No. 120		Manufacturer / Description: <b>STRONG ARM HOOD STRUTS</b>		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
4478	STRUTS, HOOD FORD			
4358	STRUT, GAS 124 LBS			
4279	STRUT, GAS 85LBS			
4478	STRUT, HOOD SUPPORT			
4550	STRUT, HOOD LIFT			
4119	STRUT, GAS			
4071	STRUT, TRUNK LID			
4339	HOOD SUPPORT			
4281	STRUT, BED COVER LIFT			
<b>Strong Arm Hood Struts Total</b>		\$	-	\$ -

Item No. 121		Manufacturer / Description: <b>SYLVANIA LIGHT BULBS</b>		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
H4656	HEADLAMP, LOW BEAM			
4537	BULB, SPOTLIGHT 12V 100W			
795	BULB, LIGHT BAR 12V			
H6054	HEADLAMP			
H9406	BULB, HALOGEN WORKLIGHT			
3157	BULB, 12V			
H9006	BULB, HEADLAMP LO BEAM - IMP			
1003	BULB			
3057	BULB, PARK LIGHT			
194	BULB, CLEAR			
4651	HEADLAMP, HI-BEAM			
<b>Sylvania Light Bulbs Total</b>		\$	-	\$ -

Item No. 122		Manufacturer / Description: <b>TARGET TECH</b>		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
450112	BAR, LIGHT - AMBER			
453201	STROBE			
448572	ROTATOR			
21174002	STROBE LIGHT MODEL 901 DOUBLE			
448522	ROTATOR			
Z8560082A	BULB, STROBE			
21120095	BULB, STROBE			
45251002	LENS, AMBER			
44850005	DOME, CLEAR SPOTLIGHT.			
<b>Target Tech Total</b>		\$	-	\$ -





**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME North Valley Motorsports

Item No. 123		Manufacturer / Description: TECH PRODUCTS		(Choose One)	
Part No	Part Description	Unit Price (\$)	Discount Price (\$)	Markup Price (\$)	
720-5G	LUBE, WHEEL & RIM EASE				
250UL	PLUG/PATCH, COMBO - 1/8" HOLE				
226	INSERTS, PERMACURE				
251UL	PLUG/PATCH, COMBO - 1/4" HOLE				
760	CEMENT, PATCH				
165T	PATCH, TIRE 80CT				
167T	PATCH, CT12 40CT				
250-1	PLUG, TIRE				
170	PATCH, CT20				
738	SECURITY COAT				
271	CUTTER				
704	BUFFER CLEANER LIQUID				
Tech Products Total			\$	-	\$ -

Item No. 124		Manufacturer / Description: TELMA		(Choose One)	
Part No	Part Description	Unit Price (\$)	Discount Price (\$)	Markup Price (\$)	
JD331121	BOX, RETARDER CONTROL				
TIK10104	KIT, TELMA				
TIG31055	SWITCH, PRESSURE 3PSI/5PSI				
TIG31056	SWITCH, PRESSURE 7PSI/10PSI				
VD408074	BLOCK, RETARDER TERMINAL				
JC251100	SWITCH, SPEED				
JL210304	LEVER, HAND CONTROL				
TIG11010	DISPLAY, POWER LEVEL				
TIK00106	KIT, FOCAL (WIRING BRACKET KIT)				
VD407858	CONNECTOR				
TIG31062	INTERFACE				
Telma Total			\$	-	\$ -

Item No. 125		Manufacturer / Description: TENNANT		(Choose One)	
Part No.	Part Description	Unit Price (\$)	Discount Price (\$)	Markup Price (\$)	
394432	MOTOR, P.U B				
761126	BROOM, PICKUP				
1016742	PANEL, CONTROL				
761238	BROOM, GUTTER				
394581	CYLINDER, HOPPER LIFT				
394433	MOTOR, GUTTER BROOM				
373472	VALVE, FLOW CONTROL				
395100	DRAGSHOE, L/H				
394431	CYLINDER, HYD				
1021118	SHIELD, WELDMENT				
394317	BAR, ARM STOP				
7873181	SHOE, L/H DRAG				
Tennant Total			\$	-	\$ -

Item No. 126		Manufacturer / Description: TEREX AERIAL		(Choose One)	
Part No.	Part Description	Unit Price (\$)	Discount Price (\$)	Markup Price (\$)	
448864	BOOT, DUST				
58641	CONNECTOR, AIR LINE				
419267	DECAL, UNTRAINED OPERATOR				
402236A	DECAL				
419263	DECAL, ELEC HAZARD				
457553	LOCKING LEVER KIT				
448312	DECAL				
414590	DECAL				
350348	DECAL				
Terex Aerial Total			\$	-	\$ -



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME: North Valley Motorsports

Item No. 127		Manufacturer / Description: TEREX CONSTRUCTION		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
6195129M1	KEY			
3521303M3	FASTENER, PUSH-IN			
6193756M91	CAP, ASSY			
6111404M91	STRUT, HOOD			
6193754M91	KIT, SPOOL SEAL			
3517435M2	MOUNT, RAD FAN			
6190810M1	FILTER, TRANSMISSION HYD			
6193246M91	ISOLATOR			
3517114M1	CLIP, MOUNT			
3517790M1	SNAP RING			
		Terex Construction Total	\$	\$

Item No. 128		Manufacturer / Description: TORO MOWERS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
1179445	GLASS, LEFT DOOR			
696730	SKID, MOWER DRAG			
987300	CASTERS			
742170	CYLINDER, WING LIFT			
987321	CLUTCH, FAN			
935973	GUIDE, WHEEL			
987311	RADIATOR			
953298	SWITCH, BRAKE LIGHT PRESSURE			
1060376	DRIVESHAFT, ENG TO PUMP			
699570	ARM, LIFT FRT R/H ASSY			
		Toto Mowers Total	\$	\$

Item No. 129		Manufacturer / Description: TRUCKLITE		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
44205C	LIGHT, LED			
44235C	LIGHT, LED CLEAR			
80389	LAMP, TRACTOR			
80275Y	LAMP, LED AMBER MARKER			
6050	LAMP, LED TAIL			
30250R	LAMP, MARKER LED			
44201Y	LIGHT, AMBER LED			
27450C	HEADLAMP, LED			
37	TAPE, RED/SILVER REFLECTIVE 2IN			
44344C	LIGHT, LED - CLEAR LENS			
44302R	LAMP, LED TAIL			
797	SIGN, SLOW MOVING VEH			
		TruckLite Total	\$	\$

Item No. 130		Manufacturer / Description: UNITY LIGHTING		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
U7682	HOUSING ASSEMBLY, SPOTLIGHT			
6701	HANDLE, SPOTLIGHT			
COAMISC	MISC PARTS			
325GM	SPOTLIGHT GM- CV			
325A	SPOT LITE			
94012	SPOTLIGHT, L/H CROWN VIC			
203010	SPOTLIGHT, L/H TAHOE			
MISC	DRILL BITS MISC			
203011	SPOTLIGHT, R/H TAHOE			
380	SPOTLIGHT, ROOFLIGHT			
380R	SPOTLIGHT, ROOFTOP			
375	SPOTLIGHT			
		Unity Lighting Total	\$	\$



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME **North Valley Motorsparts**

Item No. 131		Manufacturer / Description: VACCON		
Part No.	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
6650043	TANK, R/S LOWER WATER			
6620205	VALVE, 1" 2-WAY BALL			
8001459	SCREEN, WELDMENT			
6630002	ELBOW, SWIVEL JOINT			
8007290	TUBE, VACUUM			
6220526	MOTOR, HOSE REEL DRIVE			
6200216	CYLINDER, BOOM LIFT			
6620282	VALVE, 1" BALL			
6800010	GUN, WASHDOWN			
6240050	MOTOR, FAN			
8830029	ELBOW, 90DEG SWIVEL			
Vaccon Total		\$	-	\$ -

Item No. 132		Manufacturer / Description: VEEDER ROOT FUEL PRODUCTS		
Part No.	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
BRCFR15151	PAPER, VEEDER ROOT			
514100304	KIT, EPOXY SEAL			
378005026	TOTALIZERS			
576010695	BATTERY, CPU			
794390401	SENSOR, ANNULAR			
328005026	TOTALIZER, FUEL METER			
330272001	CABLE			
794390-401	SENSOR, 48" ANULAR			
329328002	KEYBOARD, VEEDERROOT			
Veeder Root Fuel Total		\$	-	\$ -

Item No. 133		Manufacturer / Description: VIBROMAX		
Part No.	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
07130/30140	SCRAPER, ROLLER			
04003/01019	BUFFER			
07130/08210	TANK, WATER			
07130/32140	SCRAPER			
07130/07741	SWITCH, NEUTRAL SAFETY			
07131/61130	STRUT, LIFT SUPPORT			
07131/34010	BRACKET, SCRAPER MOUNTING			
07130/06232	SEAT BELT			
02532/00011	PUMP, WATER			
02748/00014	LOCK			
332/N5716	MOTOR, DRUM HYD DRIVE			
Vibromax Total		\$	-	\$ -

Item No. 134		Manufacturer / Description: VOLVO/WHITE TRUCKS PARTS		
Part No.	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
3971095	BELT, L/H DRIVE SEAT			
3081015	SPEEDO GEN			
A5220001001	SEAT BELT, L/H			
3080915	SEATBELT ASSY			
3082253	SPRING, FRONT LEAF			
A8410019001	LAMP, R/H FRONT TURN LED			
8181286	JACK, CAB TILT			
3080800	HANDLE, RH INSIDE DOOR			
132083207	PROBE, COOLANT LEVEL			
3082323	HOUSING, T/S HORN W/ROLLER			
3080778	CHANNEL, WINDOW			
Volvo/White Trucks Total		\$	-	\$ -

Item No. 135		Manufacturer / Description: WAGNER LIGHT BULBS		
Part No.	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
BP1255/H11	BULB, LOW BEAM			
1195	BULB, WORKLIGHT			
47830	BULB, MAP LITE [20]			
12100	LAMP			
852/5X	FLASHER			
Wagner Light Bulbs Total		\$	-	\$ -



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME North Valley Motorsports

Item No. 136		Manufacturer / Description: WAIN-ROY		(Choose One)	
Part No	Part Description	Unit Price (\$)	Discount Price (\$)	Markup Price (\$)	
310GQC	COUPLER, QUICK WAIN ROY				
580MWRQC	COUPLER, BACKHOE				
X418553	COUPLER, BUCKET				
WR147040	PIN, BUCKET 1 75" X 6 5"				
10121	BUSHING, BUCKET T-PIN				
144034	PIN, BUCKET				
104017	BUSHING, ATTACHMENT				
S319X1	PIN, KLINCK				
Wain-Roy Total		\$	-	\$	-

Item No. 137		Manufacturer / Description: WALTCO		(Choose One)	
Part No.	Part Description	Unit Price (\$)	Discount Price (\$)	Markup Price (\$)	
14055000	ARM, PARALLEL				
13029000	ASSEMBLY, CLOSER				
12129000	CLOSER LINKAGE				
80003290	PIN KIT				
80003280	KIT, PIN LIFT GATE				
12155027	ARM, 27" PARALLEL				
10171701	SPACER, 1"				
10210900	SPACER, 7/16"				
10410900	SPACER, 1/4"				
10110900	SPACER, 3/4"				
70402075	PUMP, MOTOR COMBO				
80000425	SWITCH				
Waltco Total		\$	-	\$	-

Item No. 138		Manufacturer / Description: MUST COMPLY WITH NSF/ANSI STANDARD 61		(Choose One)	
Part No.	Part Description	Unit Price (\$)	Discount Price (\$)	Markup Price (\$)	
NSF61	HOSE, WATER FILL 2-1/2" X 25'				
NSF/ANSI Standard 61 Total		\$	-	\$	-

Item No. 139		Manufacturer / Description: WAYNE REFUSE AFTERMARKET		(Choose One)	
Part No.	Part Description	Unit Price (\$)	Discount Price (\$)	Markup Price (\$)	
1140702WB	PAD, CENTER GRIP				
440016000	PAD, CENTER GRIP				
545004146HCB	SHIM, PACKER PANEL WHEEL				
480005032	BOOT, VALVE				
510011016	PIN, PACKER PANEL WHEEL ROLL				
470016001	FILTER, HYD				
3040800WA	RING, SNAP PACKER PANEL WHEEL				
110026000	WHEEL, TRVL COVER GUIDE				
88001R	BEARING				
002461801WA	BELT, REINFORCED INNER GRAB				
Wayne Refuse Aftermarket Total		\$	-	\$	-

Item No. 140		Manufacturer / Description: WAYNE REFUSE OEM		(Choose One)	
Part No.	Part Description	Unit Price (\$)	Discount Price (\$)	Markup Price (\$)	
345014009	SWITCH, PROX				
510011016	FILTER, OEM HYD				
2315012AB	CYLINDER, DUMP				
545436018	O-RING				
545543002	ACTUATOR, AIR PACKER				
2314412AB	CYL, NEW IN-OUT				
545436006	ACTUATOR, AIR STACK VALVE				
2313712AB	CYLINDER GRIP OE				
2315712AB	CYL, ARM LIFT				
2313708AB	CYLINDER, GRIP				
Wayne Refuse OEM Total		\$	-	\$	-



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST  
 BY MANUFACTURER**

OFFEROR NAME North Valley Motorsports

Item No. 141		Manufacturer / Description: WEATHERHEAD		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
6829	VALVE, SHUT-OFF			
1869X4	FITTING			
1868X4	FITTING			
PD75SET	DIVIDERS			
1165X4	FITTING			
1868X10X6	FITTING, STRAIGHT			
7629X6	O-RING, #6 STRAIGHT THREAD			
3350X8	FITTING			
7629X8	O-RING, #8 STRAIGHT THREAD			
24710N610	FITTING, HOSE END			
NT10002	HOSE, 1/8 NYLON AIR			
		Weatherhead Total	\$	\$

Item No. 142		Manufacturer / Description: WEBB WHEEL		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
66884F	DRUM, REAR BRAKE			
63631F	DRUM			
66884	DRUM, BRAKE			
61528B	DRUM, BRAKE			
66800F	DRUM, BRAKE			
62671F	DRUM, BRAKE 6"			
		Webb Wheel Total	\$	\$

Item No. 143		Manufacturer / Description: WHELEN ENGINEERING PRODUCTS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
TA1652L	LIGHT, AMBER			
TACTRL3A	CONTROL, ARROW BOARD			
LINZ6A	LAMP			
295SLSA1	CONTROL, SIREN 200W			
01-0862588-00	CONTROL, SIREN SMALL STYLE			
01-0864492-00	AMP, SIREN			
70R00FRR	LIGHT, LED RED			
01-0288807-50B	LIGHT, LED RED CORNER			
S360DAP	STROBE LIGHT, AMBER			
02-0362641-00D	LIGHT			
70A00FAR	LIGHT, LED AMBER			
		Whelen Engineering Total	\$	\$

Item No. 144		Manufacturer / Description: WIX FILTERS		
Part No.	Part Description	Unit Price (\$)	(Choose One) Discount Price (\$) Markup Price (\$)	
51748XD	FILTER, OIL			
57740XE	FILTER, TRANS			
57060	FILTER, OIL			
51372	FILTER, OIL			
42487	FILTER, AIR			
24374	FILTER, AIR DRIER			
42691	FILTER, AIR			
42235	FILTER, AIR			
46929	FILTER, AIR			
46418	FILTER, AIR			
51522	FILTER, OIL			
42469	BREATHER, HYD TANK VENT. 1-1/8			
		Wix Filters Total	\$	\$



**SECTION V - REVISED SUBMITTAL SPREADSHEET**  
 IFB 14-123 (LD) AUTOMOTIVE AND EQUIPMENT PARTS REQUIREMENTS CONTRACT

CITY OF PHOENIX  
 Procurement Division  
 251 W. Washington St.  
 8th Floor  
 Phoenix, AZ 85003  
 Phone: (602) 262-7789

**AUTOMOTIVE AND EQUIPMENT SAMPLE PARTS LIST**  
 BY MANUFACTURER

OFFEROR NAME North Valley Motorsports

Item No. 145		Manufacturer / Description: YALE		
Part No.	Part Description	Unit Price (\$)	(Choose One)	
			Discount Price (\$)	Markup Price (\$)
524153717	CLUSTER INSTRUMENT			
580002232	RADIATOR			
519524653	CYL, MAST RAISE - R/H			
INLPG1514	REGULATOR, PROPANE			
519473601	CYL, MAST TILT - R/H			
912461400	RESEVOIR, BRAKE			
1464890	HOSE, PROPANE - FLEX			
580002248	HOSE, LOWER RAD			
902202300	SWITCH, NUTRAL SAFETY			
580002240	HOSE, RAD UPPER			
504241730	BOOT, CONTROL			
Yale Total		\$	-	\$ -

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
MOVING FORWARD ARIZONA, LLC DBA NORTH VALLEY MOTOR SPORTS**

**EXHIBIT C  
Scope of Work**

**PROJECT**

Purchase of Honda motorcycle parts, tires and accessories on an as needed basis.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
MOVING FORWARD ARIZONA, LLC DBA NORTH VALLEY MOTOR SPORTS**

**EXHIBIT D**

**METHOD AND AMOUNT OF COMPENSATION**

Estimated purchase of parts, tires and accessories for Honda police motorcycles not to exceed \$20,000 annually per pricing in the City of Phoenix contract P-10210-19 .

**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 \$80,000.

**DETAILED PROJECT COMPENSATION**

This linking agreement is for the purchase of Honda motorcycle parts, tires and accessories for the City of Glendale's Honda police motorcycles on an as needed basis.





## Legislation Description

---

**File #:** 15-650, **Version:** 1

---

**AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF VEHICLES FROM SAN TAN AUTO PARTNERS, LLC, DOING BUSINESS AS SAN TAN FORD**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with San Tan Auto Partners, LLC, doing business as (dba) San Tan Ford, for the cooperative purchase of (18) eighteen 2016 Ford vehicles in a total amount not to exceed \$427,907 for the City of Glendale Fleet.

**Background**

The vehicles requested for purchase will be paid by funds in the Vehicle Replacement Fund (VRF) and meet the criteria for replacement. The replacement schedule for these vehicles is currently set at approximately seven to eight years or 100,000 miles, dependent upon use, individual maintenance history, and vehicle type.

San Tan Ford was awarded a contract by the State of Arizona for Vehicles, New Purchases Statewide through a competitive bid process.

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**

For fiscal year 2015-16, a total of \$3.5 million is available in the VRF for the purchase of vehicles. Any unexpended balance for the fiscal year will remain in the VRF for future vehicle replacement purchases.

Staff is requesting to purchase (18) eighteen 2016 Ford vehicles as shown in Attachment A, which includes: eight F150 ext cab short bed 2wd pickups, one F150 ext cab short bed 4wd pickup, two F150 reg cab long bed pickups and seven Ford Taurus' SE fwd in a total amount not to exceed \$427,907.

**Previous Related Council Action**

On May 28, 2013, Council adopted resolution No. 4681 New Series to allow continued use of Arizona State

cooperative purchasing agreements.

**Community Benefit/Public Involvement**

Purchase of these vehicles ensures the continued delivery of service provided by city departments.

**Budget and Financial Impacts**

Funding is available in the fiscal year (FY) 2015-16 Vehicle Replacement Fund.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$427,907</b>	<b>1120-13610-551400, Vehicle Replacement Fund</b>

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  
SAN TAN AUTO PARTNERS, LLC DBA SAN TAN FORD**

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 San Tan Auto Partners, LLC dba San Tan Ford, an Arizona corporation ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On January 17, 2012, under the State of Arizona Cooperative Purchasing Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Vehicles, New Purchases Statewide Contract ADSPO12-016671, which is attached hereto as Exhibit A. The Vehicles, New Purchases Statewide Contract permits its cooperative use by other governmental agencies including the City. The Vehicles, New Purchases Statewide Contract is hereinafter referred at as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

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

- 1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was January 17, 2012, until the date the contract expires on October 1, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting

parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond January 16, 2017. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until October 1, 2016. The City, however, may renew the term of this Agreement for 2 one-year periods until the Cooperative Purchasing Agreement expires on January 16, 2017. 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 a one-year renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed four hundred twenty-seven thousand nine hundred seven dollars (\$427,907).

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

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

City of Glendale  
c/o Montana Slack  
6210 W. Myrtle Avenue Suite 111  
Glendale, Arizona 85301-1700

623-930-2621

and

San Tan Auto Partners, LLC dba San Tan Ford  
c/o Joe Sanchez  
1429 E. Motorplex Loop  
Gilbert, Arizona 85297  
480-621-3740

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

San Tan Auto Partners, LLC dba San Tan  
Ford an Arizona corporation

By: \_\_\_\_\_  
Richard A. Bowers  
Acting City Manager

By:  \_\_\_\_\_  
Name: Joe Sanchez  
Title: Government Fleet Sales Manager

ATTEST:

\_\_\_\_\_  
Pamela Hanna (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SAN TAN AUTO PARTNERS, LLC DBA SAN TAN FORD**

**EXHIBIT A**

State of Arizona Contract No. ADSP012-016671



### Master Blanket Purchase Order ADSP012-016671

Header Information

<b>Purchase Order Number:</b>	ADSP012-016671	<b>Release Number:</b>	0	<b>Short Description:</b>	Vehicles, New Purchases Statewide
<b>Status:</b>	3PS - Sent	<b>Purchaser:</b>	Lori Noyes	<b>Receipt Method:</b>	Quantity
<b>Fiscal Year:</b>	2012	<b>PO Type:</b>	Blanket	<b>Minor Status:</b>	
<b>Organization:</b>	State of Arizona	<b>Location:</b>	STRGC - SPO Strategic	<b>Type Code:</b>	Statewide
<b>Department:</b>	ADSP0 - State Procurement Office	<b>Entered Date:</b>	01/16/2012 03:48:21 PM	<b>Control Code:</b>	
<b>Alternate ID:</b>		<b>Retainage %:</b>	0.00%	<b>Discount %:</b>	0.00%
<b>Days ARO:</b>	0	<b>Release Type:</b>	Direct Release	<b>Pcard Enabled:</b>	Yes
<b>Print Dest Detail:</b>	If Different	<b>Tax Rate:</b>		<b>Actual Cost:</b>	\$0.00
<b>Catalog ID:</b>					
<b>Contact Instructions:</b>	Lori.Noyes@azdoa.gov or (602) 542-7144				

**Master Blanket/Contract End Date (Maximum):** 01/16/2017 10:54:00 AM

**Project No.:**  
**Building Code:**  
**Cost Code:**  
**Special Purchase Types:**  
**PIJ NUMBER:**  
**Coop Spend To Date:**  
**Commodity Reference Id:**  
**PO External Doc Type:**

**Agency Attachments:** [PO Terms & Conditions - OLD IFB No ADSP012-00001167 - Vehicles New Purchases Statewide.pdf Attachments I - VIII Word Documents.zip](#) [Vehicles New Purchases Statewide General Contract Documents~1.zip](#) [San Tan Auto Awarded Vehicles Spec Sheet.xls](#) [San Tan Contract Attachments.zip](#) [Award Summaries~36.zip](#) [2013 Fusion Spec Sheet 2013 Ford Fusion Press Release Contract Amendment Change Order 04 Summary ADSP012-016671.doc](#) [Change Order No. 5 - Unilateral Change Order Change Order No. 6 - Price Update Change Order Summary Change Order No. 9 Renewal to 10.2015.pdf](#) [Current Pricing Change Order No.10 - Renewal](#)

**Vendor Attachments:**  
**Agency Attachment Forms:**  
**Vendor Attachment Forms:**

Primary Vendor Information & PO Terms

**Vendor:**



9000021737 - SAN TAN AUTO  
 PARTNERS LLC  
 Joe Sanchez  
 1429 E Motor Plex Loop  
 Gilbert, AZ 85297  
 US  
 Email: joesanchez@santanford.com  
 Phone: (480)621-3741

**Payment Terms:**

Net 30

**Shipping Method:**

Best Way

**Shipping Terms:**

F.O.B.,  
 Destination

**Freight Terms:**

Freight Allowed

**PO Acknowledgements:**

Alt. Request	Notifications	Acknowledged Date/Time
Alt. Request Z0001		
Purchase Order	Emailed to lloydcovault@santanford.com at 01/17/2012 11:34:26 AM	01/17/2012 11:59:57 AM
Change Order 1	Emailed to lloydcovault@santanford.com at 06/14/2012 09:28:11 AM	06/14/2012 10:38:05 AM
Change Order 2	Emailed to lloydcovault@santanford.com at 09/24/2012 07:20:26 AM	09/24/2012 07:44:17 AM
Change Order 3	Emailed to lloydcovault@santanford.com at 10/01/2012 01:13:24 PM	12/03/2012 08:10:47 AM
Change Order 4	Emailed to lloydcovault@santanford.com at 08/16/2013 01:46:53 PM	08/19/2013 09:27:21 AM
Change Order 5	Emailed to lloydcovault@santanford.com at 10/17/2013 12:18:06 PM	10/21/2013 08:06:14 AM
Change Order 6	Emailed to lloydcovault@santanford.com at 10/28/2013 11:42:13 AM	10/28/2013 11:54:51 AM
Change Order 7	Emailed to lloydcovault@santanford.com at 01/28/2014 03:19:14 PM	01/29/2014 08:14:11 AM
Change Order 8	Emailed to lloydcovault@santanford.com at 02/11/2014 03:36:37 PM	02/12/2014 07:34:50 AM
Purchase Order	Emailed to lloydcovault@santanford.com at 08/08/2014 09:12:46 AM	08/08/2014 10:40:36 AM
Purchase Order	Emailed to joesanchez@santanford.com at 07/22/2015 06:01:34 PM	07/30/2015 11:06:59 AM

**Master Blanket/Contract Vendor Distributor List**

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
9000021737	PZ9000021737	SAN TAN AUTO PARTNERS LLC	Email	Active

**Master Blanket/Contract Controls**

**Master Blanket/Contract Begin Date:** 01/17/2012      **Master Blanket/Contract End Date:** 10/01/2016  
**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	\$560,837.70	\$0.00

**Item Information**

1-5 of 56  
 1 2 3 4 5 6 7 8 9 10

**Print Sequence # 0.01, Item # 47:** Sedans - This item should be used if a vehicle listed on the the attached price list does not have a corresponding line item. Enter the price listed in the price list in unit cost.      3PS - Sent

NIGP Code: 071-04  
 Automobiles and Station Wagons

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$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: \_\_\_\_\_





# Special Terms and Conditions

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

Description: **Vehicles, New Purchases Statewide**

4.4. The submission schedule for Administrative Fees and Usage reports shall be as follows:

- July through September (FY Q1) – Due October 31
- October through December (FY Q2) – Due January 31
- January through March (FY Q3) – Due by April 30
- April through June (FY Q4) – Due by July 31

4.5. The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.

4.6. Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law

5. **Inventory.** The State of Arizona has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a Contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in contract cancellation.

6. **Contract Type.** The Contract shall be Firm Fixed Price.

7. **Contract Term.** The contract shall begin upon the date of Contract award and shall continue for a term of one (1) year, unless terminated or extended in accordance to the terms of this contract.

8. **Contract Renewal (Sole Option).** The contract shall not bind nor purport to bind, the State for any contractual commitment in excess of the original contract period. The State shall have the right, at its sole option, to renew the contract for four (4) one-year periods or a portion thereof. If the State exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

9. **Estimated Usage.** The Contract shall be on an as needed, if needed basis. The State makes no guarantee as to the amount of usage that may occur under a resultant contract.

10. **Current Models.** All vehicles shall be the manufacturer's current models in production at the time of delivery. All vehicles shall be new and unused and equivalent in style and quality to those offered to the general public and meet or exceed all specifications and requirements set forth in this solicitation.

11. **Dealership, Participating Service and Delivery Locations.** The contractor may submit, at any time during the contract period, new dealership, participating service and delivery locations that will be used as subcontractors for both product deliveries and drive in service centers under the contract. Request are to be submitted electronically and shall contain:

- The dealer or outlet name
- Location (physical address)
- Telephone/fax numbers and email information
- Key personnel at that location

Approval shall be in the form of a contract amendment, and shall become effective on the date specified in the amendment.

12. **Delivery (Minimum)**

12.1 Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with revised delivery estimate from factory immediately after it becomes known. If manufacturer has a website available to check order status, this information will be shown in space provided on Questionnaire #1.

12.2 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24 hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.

12.3 All vehicles shall be delivered with four (4) keys and if applicable two (2) keyless entry remotes, and a full tank(s) of fuel, less delivery fuel for sedans, SUVs, station wagons, vans, trucks.



## Contract Change Order Summary

Contract No.: ADSPO12-016671

Change Order No.: 10

Date: July 21, 2015

Arizona Department of  
Administration  
State Procurement Office  
100 N. 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

### Vehicles, New Purchases Statewide

### SAN TAN AUTO PARTNERS LLC

1. The above mentioned contract is hereby amended as follows:



- a. In accordance with Special Terms and Conditions, the term of the contract shall be extended an additional twelve (12) months through 10/1/2016.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED**  
**ACKNOWLEDGEMENT AND AUTHORIZATION**

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SAN TAN AUTO PARTNERS, LLC DBA SAN TAN FORD**

**EXHIBIT B**  
Award and Rate Sheet



# Offer and Acceptance

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

Description: Vehicles, New Purchases Statewide

## OFFER

### TO THE STATE OF ARIZONA:

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

Arizona Transaction (Sales) Privilege Tax License No.:

20155512

Federal Employer Identification No.:

20-3289308

Phone:

480-621-3741

Fax:

480-621-3796

SANTAN AUTO PARTNERS

Company Name

1429 E MOTORPLEX LOOP

Address

GILBERT

City

AZ

State

85297

Zip

Signature of Person Authorized to Sign Offer

Tim Houk

Printed Name

Gm/owner

Title

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

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization  IS/  IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.
5. In accordance with A.R.S. §35-393, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with A.R.S. §35-391, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

## ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

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

ADSP012-00016671

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



State of Arizona  
Awarded this

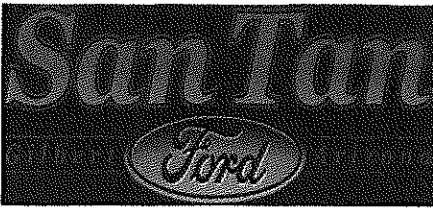
17

day of

January

2012

Procurement Officer



**Government Fleet Sales Manager**

Joe Sanchez (480) 621-3741

[joesanchez@santanford.com](mailto:joesanchez@santanford.com)

Department Fax (480) 621-3796

Date: August 21, 2015

Customer: City of Glendale

Line Item/State Contract #: X1C / ADSPO12-016671

Vehicle Description: 2016 Ford F150 Super Cab 4X2 Short Bed

With 3.5L FFV V6 Gas Engine

**Base Bid Price** \$20,498.00

Upgrade Options

1	Power Equipment Group	Standard on Contract
2	Cruise Control Credit	Standard on Contract
3	Trailer Tow Package	593.00
4	36 Gallon Fuel Tank	337.00
5	Window Tint	250.00
6		
7	<b>2016 Price Increase</b>	<b>816.00</b>
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

\$1,996.00

**Bid Price (with options)** **\$22,494.00**

Tire Tax 5.00

Sales Tax (7.80%) 1,754.53

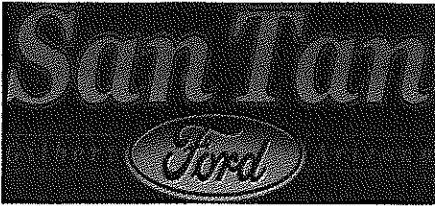
**Ford Extended Service Plan**

Transportation Fee                     

**Total Delivered Price** **\$24,253.53**

Notes:

Thank You,  
Joe



**Government Fleet Sales Manager**

Joe Sanchez (480) 621-3741 [joesanchez@santanford.com](mailto:joesanchez@santanford.com)  
Department Fax (480) 621-3796

Date: August 21, 2015

Customer: City of Glendale

Line Item/State Contract #: F1C / ADSPO12-016671

Vehicle Description: 2016 Ford F150 Regular Cab 4X2 Long Bed

With 3.5L FFV V6 Gas Engine

**Base Bid Price** \$19,642.00

Upgrade Options

- 1 Cruise Control Standard on Contract
- 2 Trailer Tow Package 593.00
- 3 36 Gallon Fuel Tank 337.00
- 4 Power Equipment Group Standard on Contract
- 5 Window Tint 250.00
- 6
- 7 **2016 Price Increase** **816.00**
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20

\$1,996.00

**Bid Price (with options)** **\$21,638.00**

Tire Tax 5.00  
Sales Tax (7.80%) 1,687.76

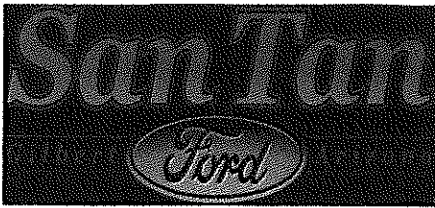
**Ford Extended Service Plan**

Transportation Fee                     

**Total Delivered Price** **\$23,330.76**

Notes:

Thank You,  
Joe



**Government Fleet Sales Manager**

Joe Sanchez (480) 621-3741 [joesanchez@santanford.com](mailto:joesanchez@santanford.com)  
Department Fax (480) 621-3796

Date: August 21, 2015

Customer: City of Glendale

Line Item/State Contract #: X1E / ADSPO12-016671

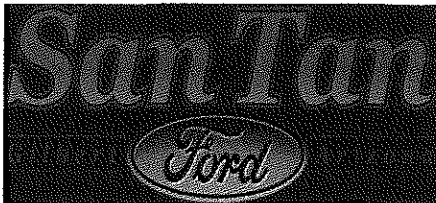
Vehicle Description: 2016 Ford F150 Super Cab 4X4 Short Bed

With 3.5L FFV V6 Gas Engine

	<b>Base Bid Price</b>	<b><u>\$24,119.00</u></b>
	<u>Upgrade Options</u>	
1	3.73 Elocking Rear Axle	Standard on Contract
2	Skid Plates	Standard on Contract
3	Cruise Control	Standard on Contract
4	Trailer Tow Package	593.00
5	36 Gallon Fuel Tank	337.00
6	Power Equipment Group	Standard on Contract
7	Window Tint	250.00
8		
9	<b>2016 Price Increase</b>	<b>816.00</b>
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
		<u>\$1,996.00</u>
	<b>Bid Price (with options)</b>	<b>\$26,115.00</b>
	Tire Tax	5.00
	Sales Tax (7.80%)	2,036.97
	<b>Ford Extended Service Plan</b>	
	Transportation Fee	<u>                    </u>
	<b>Total Delivered Price</b>	<b><u>\$28,156.97</u></b>

Notes:

*Thank You,  
Joe*



**Government Fleet Sales Manager**

Joe Sanchez (480) 621-3741 [joesanchez@santanford.com](mailto:joesanchez@santanford.com)  
Department Fax (480) 621-3796

Date: August 21, 2015

Customer: City of Glendale

Line Item/State Contract #: P2D / ADSPO12-016671

Vehicle Description: 2016 Ford Taurus SE FWD

With 3.5L FFV V6 Gas Engine

	<b>Base Bid Price</b>	<b><u>\$20,329.00</u></b>
	<u>Upgrade Options</u>	
1	Window Tint	250.00
2		
3	<b>2016 Price Increase</b>	<b>495.00</b>
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
		<u>\$745.00</u>
	<b>Bid Price (with options)</b>	<b>\$21,074.00</b>
	Tire Tax	5.00
	Sales Tax (7.80%)	1,643.77
	<b>Ford Extended Service Plan</b>	
	Transportation Fee	<u>                    </u>
	<b>Total Delivered Price</b>	<b><u>\$22,722.77</u></b>

Notes:

*Thank You,  
Joe*



**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SAN TAN AUTO PARTNERS, LLC DBA SAN TAN FORD**

**EXHIBIT C**  
Scope of Work

**PROJECT**

Purchase of new vehicles

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SAN TAN AUTO PARTNERS, LLC DBA SAN TAN FORD**

**EXHIBIT D**

**METHOD AND AMOUNT OF COMPENSATION**

Method of compensation is provided in Section 3 of the Agreement.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$427,907.

**DETAILED PROJECT COMPENSATION**

Compensation is for the purchase of eighteen (18) 2016 Ford vehicles which includes, eight F150 ext cab/short bed/2wd pickups, one F150 ext cab/short bed/4wd pickup, two F150 reg cab/long bed pickups and seven Ford Taurus' SE FWD.

**PURCHASE OF VEHICLES FROM SAN TAN FORD**

**ATTACHMENT A**

<b>Quantity</b>	<b>Department</b>	<b>Quantity/Type/Division</b>
<b>2</b>	<b>Community Services</b>	<b>(1) F150 Pickup Truck/Code Compliance (1) F150 Pickup Truck/Parks &amp; Recreation</b>
<b>9</b>	<b>Water Services</b>	<b>(2) F150 Pickup Truck/Waste Water Collection (2) F150 Pickup Truck/Waste Water (2) F150 Pickup Truck/Water Distribution (1) F150 4x4 Pickup Truck/Water Quality Lab (1) F150 Pickup Truck/Public Service Rep (1) F150 Pickup Truck/Customer Service Meter Reader</b>
<b>3</b>	<b>Fire Services</b>	<b>(3) Taurus Sedans/Fire Administration</b>
<b>4</b>	<b>Police Services</b>	<b>(4) Taurus Sedans/PD Operations</b>



## Legislation Description

---

**File #:** 15-651, **Version:** 1

---

**AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF VEHICLES FROM DON SANDERSON FORD, INC.**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with Don Sanderson Ford Inc. (Sanderson Ford) for the cooperative purchase of (13) thirteen 2016 Ford vehicles in a total amount not to exceed \$351,691 for the City of Glendale Fleet.

**Background**

The vehicles requested for purchase will be paid by funds in the Vehicle Replacement Fund (VRF) and meet the criteria for replacement. The replacement schedule for these vehicles is currently set at approximately seven to eight years or 100,000 miles, dependent upon use, individual maintenance history, and vehicle type.

Sanderson Ford was awarded a contract by the State of Arizona for Vehicles, New Purchases Statewide through a competitive bid process.

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**

For fiscal year 2015-16, a total of \$3.5 million is available in the VRF for the purchase of vehicles. Any unexpended balance for the fiscal year will remain in the VRF for future vehicle replacement purchases.

Staff is requesting to purchase (13) thirteen 2016 Ford vehicles as shown in Attachment A, which includes: three F350 XL super cab 4X2 short bed pickups, one F350 XL regular cab 4X2 service body pickup, one F250 XL super cab 4X2 short bed pickup, three F250 XL regular cab 4X2 service body pickups, three Escape SE 4X2 SUV's, one Escape SE 4X4 SUV, and one Transit 350 XL long wheel.

**Previous Related Council Action**

On May 28, 2013, Council adopted resolution No. 4681 New Series to allow continued use of Arizona State cooperative purchasing agreements.

**Community Benefit/Public Involvement**

Purchase of these vehicles ensures the continued delivery of services provided by city departments.

**Budget and Financial Impacts**

Funding is available in the fiscal year (FY) 2015-16 Vehicle Replacement Fund.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$351,691</b>	<b>1120-13610-551400, Vehicle Replacement Fund</b>

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  
DON SANDERSON FORD, 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 Don Sanderson Ford, an Arizona corporation ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On January 17, 2012, under the State of Arizona Cooperative Purchasing Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Vehicles, New Purchases Statewide Contract ADSPO12-016670, which is attached hereto as Exhibit A. The Vehicles, New Purchases Statewide Contract permits its cooperative use by other governmental agencies including the City. The Vehicles, New Purchases Statewide Contract is hereinafter referred at as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

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

- 1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was January 17, 2012, until the date the contract expires on October 1, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract

beyond January 16, 2017. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until October 1, 2016. The City, however, may renew the term of this Agreement for 2 one-year periods until the Cooperative Purchasing Agreement expires on January 16, 2017. 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 a one-year renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed three hundred fifty-one thousand six hundred ninety-one dollars (\$ 351,691 ).

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

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

City of Glendale  
c/o Montana Slack  
6210 W. Myrtle Avenue Suite 111  
Glendale, Arizona 85301-1700  
623-930-2621

and

Don Sanderson Ford, Inc.  
c/o Dave Harris  
6400 North 51<sup>st</sup> Avenue  
Glendale, Arizona 85301  
623-930-5961

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

“City”

City of Glendale, an Arizona  
municipal corporation

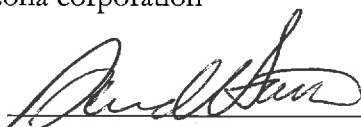
By:

\_\_\_\_\_  
Richard A. Bowers  
Acting City Manager

“Contractor”

Don Sanderson Ford  
an Arizona corporation

By:

  
\_\_\_\_\_  
Name: Dave Harris  
Title: Government Fleet Sales Manager

ATTEST:

\_\_\_\_\_  
Pamela Hanna (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney



**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
DON SANDERSON FORD, INC.**

**EXHIBIT A**

State of Arizona Contract No. ADSPO12-016670



### Master Blanket Purchase Order ADSP012-016670

**Header Information**

<b>Purchase Order Number:</b>	ADSP012-016670	<b>Release Number:</b>	0	<b>Short Description:</b>	Vehicles, New Purchases Statewide
<b>Status:</b>	3PS - Sent	<b>Purchaser:</b>	Lori Noyes	<b>Receipt Method:</b>	Quantity
<b>Fiscal Year:</b>	2012	<b>PO Type:</b>	Blanket	<b>Minor Status:</b>	
<b>Organization:</b>	State of Arizona	<b>Location:</b>	STRGC - SPO Strategic	<b>Type Code:</b>	Statewide
<b>Department:</b>	ADSP0 - State Procurement Office	<b>Entered Date:</b>	01/16/2012 03:48:21 PM	<b>Control Code:</b>	
<b>Alternate ID:</b>		<b>Retainage %:</b>	0.00%	<b>Discount %:</b>	0.00%
<b>Days ARO:</b>	120	<b>Release Type:</b>	Direct Release	<b>Pcard Enabled:</b>	Yes
<b>Print Dest Detail:</b>	If Different	<b>Tax Rate:</b>		<b>Actual Cost:</b>	\$0.00
<b>Catalog ID:</b>					
<b>Contact Instructions:</b>	Lori.Noyes@azdoa.gov or (602) 542-7144				

**Master Blanket/Contract End Date (Maximum):** 01/16/2017 04:38:00 PM

**Project No.:**  
**Building Code:**  
**Cost Code:**  
**Special Purchase Types:**  
**PIJ NUMBER:**  
**Coop Spend To Date:**  
**Commodity Reference Id:**  
**PO External Doc Type:**

**Agency Attachments:** [PO Terms & Conditions - OLD IFB No ADSP012-00001167 - Vehicles New Purchases Statewide.pdf](#) [Attachments I - VIII Word Documents.zip](#) [Sanderson Ford Awarded Vehicle Specification Sheet.xls](#) [Vehicles New Purchases Statewide General Contract Documents~10.zip](#) [Vehicle Brochures.zip](#) [Sanderson Contract Attachments~1.zip](#) [Award Summaries~37.zip](#) [Contract Amendment 2013 Ford Fusion Press Release 2013 Fusion Spec Sheet Change Order 03 Summary ADSP012-016670.doc](#) [Change Order No. 4 - Unilateral Change Order Change Order No. 5 - Price Update Change Order Summary Change Order No. 8 Renewal to 10.2015.pdf](#) [Sanderson Ford Current Contract Prices Change Order No.9 - Renewal Sanderson Ford Current Certificate of Insurance](#)

**Vendor Attachments:**  
**Agency Attachment Forms:**  
**Vendor Attachment Forms:**

**Primary Vendor Information & PO Terms**

<b>Vendor:</b>	9000007237 - DON SANDERSON FORD INC	<b>Payment Terms:</b>	Net 30	<b>Shipping Method:</b>	Best Way
	Dave Harris 6400 N 51st Avenue Glendale, AZ 85301 US	<b>Shipping Terms:</b>	TBD	<b>Freight Terms:</b>	Freight Collect and Allowed
	Email: dharris@sandersonford.com Phone: (623)842-8600 FAX: (623)930-5800				



**PO Acknowledgements:**

Alt. Reference	Notifications	Acknowledged Date/Time
Reference: Z0001		
Purchase Order	Emailed to dharris@sandersonford.com at 01/17/2012 04:48:17 PM	01/17/2012 05:29:35 PM
Change Order 1	Emailed to dharris@sandersonford.com at 06/14/2012 09:25:53 AM	
Change Order 2	Emailed to dharris@sandersonford.com at 10/09/2012 04:49:39 PM	08/08/2013 09:40:47 AM
Change Order 3	Emailed to dharris@sandersonford.com at 09/09/2013 09:53:30 AM	09/19/2013 09:06:56 AM
Change Order 4	Emailed to dharris@sandersonford.com at 10/17/2013 12:15:57 PM	
Change Order 5	Emailed to dharris@sandersonford.com at 10/29/2013 02:48:56 PM	11/04/2013 08:19:32 AM
Change Order 6	Emailed to dharris@sandersonford.com at 01/28/2014 03:17:05 PM	01/28/2014 04:36:46 PM
Change Order 7	Emailed to dharris@sandersonford.com at 02/11/2014 03:34:26 PM	02/11/2014 03:56:54 PM
Purchase Order	Emailed to dharris@sandersonford.com at 08/08/2014 09:12:47 AM	08/08/2014 12:43:19 PM
Purchase Order	Emailed to dharris@sandersonford.com at 07/23/2015 06:56:19 PM	
Purchase Order	Emailed to dharris@sandersonford.com at 08/06/2015 12:59:16 PM	

**Master Blanket/Contract Vendor Distributor List**

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
9000007237	PZ9000007237	DON SANDERSON FORD INC	Email	Active

**Master Blanket/Contract Controls**

**Master Blanket/Contract Begin Date:** 01/17/2012    **Master Blanket/Contract End Date:** 10/01/2016  
**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	\$63,264.44	\$0.00

**Item Information**

1-5 of 88  
[1](#) [2](#) [3](#) [4](#) [5](#) [6](#) [7](#) [8](#) [9](#) [10](#)

**Print Sequence # 0.01, Item # 51:** Vans/Cargo - This item should be used if a vehicle listed on the the attached price list does not have a corresponding line item. Enter the price listed in the price list in unit cost. 3PS - Sent

NIGP Code: 071-90  
 Vans, Cargo

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$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: \_\_\_\_\_



# Special Terms and Conditions

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

Description: **Vehicles, New Purchases Statewide**

7. **Contract Term.** The contract shall begin upon the date of Contract award and shall continue for a term of one (1) year, unless terminated or extended in accordance to the terms of this contract.
8. **Contract Renewal (Sole Option).** The contract shall not bind nor purport to bind, the State for any contractual commitment in excess of the original contract period. The State shall have the right, at its sole option, to renew the contract for four (4) one-year periods or a portion thereof. If the State exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.
9. **Estimated Usage.** The Contract shall be on an as needed, if needed basis. The State makes no guarantee as to the amount of usage that may occur under a resultant contract.
10. **Current Models.** All vehicles shall be the manufacturer's current models in production at the time of delivery. All vehicles shall be new and unused and equivalent in style and quality to those offered to the general public and meet or exceed all specifications and requirements set forth in this solicitation.
11. **Dealership, Participating Service and Delivery Locations.** The contractor may submit, at any time during the contract period, new dealership, participating service and delivery locations that will be used as subcontractors for both product deliveries and drive in service centers under the contract. Request are to be submitted electronically and shall contain:
  - The dealer or outlet name
  - Location (physical address)
  - Telephone/fax numbers and email information
  - Key personnel at that location
Approval shall be in the form of a contract amendment, and shall become effective on the date specified in the amendment.
12. **Delivery (Minimum)**
- 12.1 Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with revised delivery estimate from factory immediately after it becomes known. If manufacturer has a website available to check order status, this information will be shown in space provided on Questionnaire #1.
- 12.2 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24 hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.
- 12.3 All vehicles shall be delivered with four (4) standard keys and if applicable two (2) keyless entry remotes, integrated or smart keys and a full tank(s) of fuel, less delivery fuel for sedans, SUVs, station wagons, vans, trucks.
- 12.4 The following documents shall be provided upon delivery of the vehicle(s):
  - M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
  - Warranty Document
  - Manufacturers unaltered invoice
  - The retail price label must be affixed to the window of all vehicles delivered
  - Delayed warranty / in service start request form (if requested by ordering entity).
13. **Appropriation of Funds.** Every payment obligation of the Agency under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Agency at the end of the period for which funds are available. No liability shall accrue to the Agency or the State of Arizona in the event this provision is exercised, and neither the Agency nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
14. **Pandemic Contractual Performance.** The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include: (i) Key succession and performance planning if there is a sudden significant decrease in contractor's workforce; (ii) Alternative methods to ensure there are products in the supply chain; and (iii) An up to date list of company contacts and organizational chart.

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 State shall have the following rights: (i) After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms; (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



# Contract Change Order Summary

Contract No.: ADSP012-016670

Change Order No.: 9

Date: July 21, 2015

Arizona Department of  
Administration  
State Procurement Office  
100 N. 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

## Vehicles, New Purchases Statewide

### DON SANDERSON FORD INC

1. The above mentioned contract is hereby amended as follows:
  - a. In accordance with Special Terms and Conditions, the term of the contract shall be extended an additional twelve (12) months through 10/1/2016.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED  
ACKNOWLEDGEMENT AND AUTHORIZATION**

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
DON SANDERSON FORD, INC.**

**EXHIBIT B**  
Award and Rate Sheet



# Offer and Acceptance

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

Description: Vehicles, New Purchases Statewide

## OFFER

### TO THE STATE OF ARIZONA:

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

Arizona Transaction (Sales) Privilege Tax License No.:

07-034903J

Federal Employer Identification No.:

86 0123699

Phone: 623-930-5961

Fax: 623-930-5966

SANDERSON Ford

Company Name

6400 N. 51<sup>ST</sup> AVE.

Address

Glendale

AZ

85301

City

State

Zip

Signature of Person Authorized to Sign Offer

DAVID HARRIS

Printed Name

FLEET SALES MGR.

Title

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

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization ISI X IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.
5. In accordance with A.R.S. §35-393, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with A.R.S. §35-391, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

## ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

This Contract shall henceforth be referred to as Contract No.

ADSP012-016670

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

State of Arizona  
Awarded this

17<sup>th</sup> day of January 2012

Procurement Officer



**Government Fleet Sales Managers**

Dave Harris (623) 930-5961 [dharris@sandersonford.com](mailto:dharris@sandersonford.com)  
 Richard Fowler (623) 930-5962 [rfowler@sandersonford.com](mailto:rfowler@sandersonford.com)  
 Tony Friedley (623) 930-5963 [tfriedley@sandersonford.com](mailto:tfriedley@sandersonford.com)  
 Bob Allen (623) 930-5960 [ballen@sandersonford.com](mailto:ballen@sandersonford.com)  
 Tim McWilliams (623)842-8808 [tmac@sandersonford.com](mailto:tmac@sandersonford.com)

**Department Fax: (623) 930-5966**

**Date:** 8/19/2015

**Customer:** City of Glendale

**FAX:** \_\_\_\_\_

**Vehicle Description:** 2016 Ford F350 XL Supercab 4x2 short bed (142"wb) (X3A)

**\*\*\*### STATE of AZ Contract ADSPO12-016670**

**Base Price:** \$25,293.00

**Upgrade Options:**

1.	<u>6.2L V8 FFV</u>	<u>std</u>
2.	<u>10000 lbs. GVWR</u>	<u>std</u>
3.	<u>Air Conditioner</u>	<u>std</u>
4.	<u>AM - FM radio</u>	<u>std</u>
5.	<u>Rubber Floor</u>	<u>std</u>
6.	<u>Trailer Tow Pkg (receiver hitch &amp; wiring)</u>	<u>std</u>
7.	<u>3.73 E-locking differential (X3E)</u>	<u>incl in contract</u>
8.	<u>Pwr Equipment Group (90L)</u>	<u>incl in contract</u>
9.	<u>Cruise Control (525)</u>	<u>incl in contract</u>
10.	<u>40/20/40 split cloth seat</u>	<u>incl in contract</u>
11.	_____	_____
12.	<u>approx lead time 60-90 days A.R.O.</u>	_____

**Upgrade Options Total:** \$0.00

**Bid Price (w/options):** \$25,293.00

**Sales Tax (8.5%):** \$2,149.91

**Tire Tax:** \$5.00

**Ford Extended Service Plan:** \_\_\_\_\_

**Total Delivered Price:** \$27,447.91





**Government Fleet Sales Managers**

Dave Harris (623) 930-5961 [dharris@sandersonford.com](mailto:dharris@sandersonford.com)  
 Richard Fowler (623) 930-5962 [rfowler@sandersonford.com](mailto:rfowler@sandersonford.com)  
 Tony Friedley (623) 930-5963 [tfriedley@sandersonford.com](mailto:tfriedley@sandersonford.com)  
 Bob Allen (623) 930-5960 [ballen@sandersonford.com](mailto:ballen@sandersonford.com)  
 Tim McWilliams (623)842-8808 [tmac@sandersonford.com](mailto:tmac@sandersonford.com)

**Department Fax: (623) 930-5966**

**Date:** 8/19/2015

**Customer:** City of Glendale

**FAX:** \_\_\_\_\_

**Vehicle Description:** 2016 Ford F350 XL Reg Cab 4x2 p/u

**\*\*\*### STATE of AZ Contract ADSP012-016670**

**Base Price:** \$23,053.00

**Upgrade Options:**

1.	6.2L V8 FFV / 10000 lbs. GVWR	std
2.	Rubber Floor	std
3.	Air Conditioner / AM-FM radio	std
4.	Trailer Tow Pkg (receiver hitch & wiring)	std
5.	3.73 E-locking differential (X3E)	included
6.	Power Equipment Group (90L)	included
7.	Cruise Control (525)	included
8.	40/20/40 split cloth seat	included
9.	Factory Bed Delete Credit/Spare (66D,512)	-\$264.00
10.	Basic 8' Knapheide body installed by A.S.H.	\$6,136.00
11.	(no flip tops)	
12.	AZ LEGAL WINDOW TINT FILM	\$100.00

**Upgrade Options Total:** \$5,972.00

**Bid Price (w/options):** \$29,025.00

**Sales Tax (8.5%):** \$2,467.13

**Tire Tax:** \$5.00

**Ford Extended Service Plan:** \_\_\_\_\_

**Total Delivered Price:** \$31,497.13



**Government Fleet Sales Managers**

Dave Harris (623) 930-5961 [dharris@sandersonford.com](mailto:dharris@sandersonford.com)  
 Richard Fowler (623) 930-5962 [rfowler@sandersonford.com](mailto:rfowler@sandersonford.com)  
 Tony Friedley (623) 930-5963 [tfriedley@sandersonford.com](mailto:tfriedley@sandersonford.com)  
 Bob Allen (623) 930-5960 [ballen@sandersonford.com](mailto:ballen@sandersonford.com)  
 Tim McWilliams (623)842-8808 [tmac@sandersonford.com](mailto:tmac@sandersonford.com)

**Department Fax: (623) 930-5966**

**Date:** 8/19/2015

**Customer:** City of Glendale

**FAX:** \_\_\_\_\_

**Vehicle Description:** 2016 Ford F250 XL Supercab 4x2 short bed (142"wb) (X2a)

\*\*\*### STATE of AZ Contract ADSPO12-016670

**Base Price:** \$23,966.00

**Upgrade Options:**

1.	<u>6.2L V8 FFV</u>	<u>std</u>
2.	<u>10000 lbs. GVWR</u>	<u>std</u>
3.	<u>Air Conditioner</u>	<u>std</u>
4.	<u>AM - FM radio</u>	<u>std</u>
5.	<u>Rubber Floor</u>	<u>std</u>
6.	<u>Trailer Tow Pkg (receiver hitch &amp; wiring</u>	<u>std</u>
7.	<u>3.73 E-locking differential (X3E)</u>	<u>incl in contract</u>
8.	<u>Pwr Equipment Group (90L)</u>	<u>incl in contract</u>
9.	<u>Cruise Control (525)</u>	<u>incl in contract</u>
10.	<u>40/20/40 split cloth seat</u>	<u>incl in contract</u>
11.	<u>AZ LEGAL WINDOW TINT FILM (DLR)</u>	<u>\$150.00</u>
12.	<u>approx lead time 60-90 days A.R.O.</u>	

**Upgrade Options Total:** \$150.00

**Bid Price (w/options):** \$24,116.00

**Sales Tax (8.5%):** \$2,049.86

**Tire Tax:** \$5.00

**Ford Extended Service Plan:** \_\_\_\_\_

**Total Delivered Price:** \$26,170.86



**Government Fleet Sales Managers**

Dave Harris (623) 930-5961 [dharris@sandersonford.com](mailto:dharris@sandersonford.com)  
 Richard Fowler (623) 930-5962 [rfowler@sandersonford.com](mailto:rfowler@sandersonford.com)  
 Tony Friedley (623) 930-5963 [tfriedley@sandersonford.com](mailto:tfriedley@sandersonford.com)  
 Bob Allen (623) 930-5960 [ballen@sandersonford.com](mailto:ballen@sandersonford.com)  
 Tim McWilliams (623)842-8808 [tmac@sandersonford.com](mailto:tmac@sandersonford.com)

**Department Fax: (623) 930-5966**

**Date:** 8/19/2015

**Customer:** City of Glendale

**FAX:** \_\_\_\_\_

**Vehicle Description:** 2016 Ford F250 XL Reg Cab 4x2 p/u

\*\*\*### STATE of AZ Contract ADSP012-016670

**Base Price:** \$21,875.00

**Upgrade Options:**

1.	<u>6.2L V8 FFV / 10000 lbs. GVWR</u>	<u>std</u>
2.	<u>Rubber Floor</u>	<u>std</u>
3.	<u>Air Conditioner / AM-FM radio</u>	<u>std</u>
4.	<u>Trailer Tow Pkg (receiver hitch &amp; wiring)</u>	<u>std</u>
5.	<u>3.73 E-locking differential (X3E)</u>	<u>included</u>
6.	<u>Power Equipment Group (90L)</u>	<u>included</u>
7.	<u>Cruise Control (525)</u>	<u>included</u>
8.	<u>40/20/40 split cloth seat</u>	<u>included</u>
9.	<u>Factory Bed Delete Credit/Spare (66D,512)</u>	<u>-\$264.00</u>
10.	<u>Basic 8' Knapheide body installed by A.S.H.</u>	<u>\$6,136.00</u>
11.	<u>(no flip tops)</u>	
12.	<u>AZ LEGAL WINDOW TINT FILM</u>	<u>\$100.00</u>

**Upgrade Options Total:** \$5,972.00

**Bid Price (w/options):** \$27,847.00

**Sales Tax (8.5%):** \$2,367.00

**Tire Tax:** \$5.00

**Ford Extended Service Plan:** \_\_\_\_\_

**Total Delivered Price:** \$30,219.00



**Government Fleet Sales Managers**

Dave Harris (623) 930-5961 [dharris@sandersonford.com](mailto:dharris@sandersonford.com)  
 Richard Fowler (623) 930-5962 [rfowler@sandersonford.com](mailto:rfowler@sandersonford.com)  
 Tony Friedley (623) 930-5963 [tfriedley@sandersonford.com](mailto:tfriedley@sandersonford.com)  
 Bob Allen (623) 930-5960 [ballen@sandersonford.com](mailto:ballen@sandersonford.com)  
 Tim McWilliams (623)842-8808 [tmac@sandersonford.com](mailto:tmac@sandersonford.com)

**Department Fax: (623) 930-5966**

Date: 5/5/2015

Customer: City of Glendale Fire/Critical Response Team

FAX: \_\_\_\_\_

Vehicle Description: 2016 Ford Transit XL 350 long wheelbase medium roof height (X2C)  
 \*\*\*### STATE of AZ Contract ADSP012-016670

Base Price: \$28,943.00

**Upgrade Options:**

1.	<u>12 passenger (vinyl seats and rubber floor)</u>	<u>-\$150.00</u>
2.	<u>3.7L V6 normally aspirated</u>	<u>std</u>
3.	<u>Front &amp; Rear A/C</u>	<u>std</u>
4.	<u>power windows / locks / mirrors</u>	<u>std</u>
5.	<u>sliding side door</u>	<u>std</u>
6.	<u>cruise control (60C)</u>	<u>included in contrac</u>
7.	<u>2 additional keys (86F)</u>	<u>included in contrac</u>
8.	<u>Reverse Parking Sensors (43R)</u>	<u>\$252.00</u>
9.	<u>Running Board for rear passengers (68H)</u>	<u>\$137.00</u>
10.	<u>Privacy Glass (92E)</u>	<u>\$575.00</u>
11.	_____	_____
12.	<u>approx lead time 60-90 days A.R.O.</u>	_____

**Upgrade Options Total: \$814.00**

**Bid Price (w/options): \$29,757.00**

**Sales Tax (8.5%): \$2,529.35**

**Tire Tax: \$5.00**

**Ford Extended Service Plan:**

**Total Delivered Price: \$32,291.35**



**Government Fleet Sales Managers**

Dave Harris (623) 930-5961 [dharris@sandersonford.com](mailto:dharris@sandersonford.com)  
 Richard Fowler (623) 930-5962 [rfowler@sandersonford.com](mailto:rfowler@sandersonford.com)  
 Tony Friedley (623) 930-5963 [tfriedley@sandersonford.com](mailto:tfriedley@sandersonford.com)  
 Bob Allen (623) 930-5960 [ballen@sandersonford.com](mailto:ballen@sandersonford.com)  
 Tim McWilliams (623)842-8808 [tmac@sandersonford.com](mailto:tmac@sandersonford.com)

**Department Fax: (623) 930-5966**

**Date:** 8/20/2015

**Customer:** City of Glendale

**FAX:** \_\_\_\_\_

**Vehicle Description:** 2016 Ford Escape S 4x2 (U0F)

\*\*\*###

**Base Price:** \$19,577.00

**Upgrade Options:**

1.	<u>2.5L I-4 Naturally Aspirated</u>	<u>std</u>
2.	<u>6 spd automatic</u>	<u>std</u>
3.	<u>Air Conditioner</u>	<u>std</u>
4.	<u>Cloth Buckets - 6 way manual adjust</u>	<u>std</u>
5.	<u>60/40 split fold down rear seat</u>	<u>std</u>
6.	<u>Power Windows / Locks / Mirrors</u>	<u>std</u>
7.	<u>Cruise Control</u>	<u>std</u>
8.	<u>AM / FM / CD</u>	<u>std</u>
9.	<u>SYNC bluetooth connectivity</u>	<u>std</u>
10.	<u>Rearview Camera w/ 4.2" in dash screen</u>	<u>std</u>
11.	<u>AZ Legal Window Tint / 4 keys &amp; Fobs</u>	<u>included</u>
12.	<u>approx lead time 60-90 days A.R.O.</u>	

**Upgrade Options Total:** \$0.00

**Bid Price (w/options):** \$19,577.00

**Sales Tax (8.5%):** \$1,664.05

**Tire Tax:** \$5.00

**Ford Extended Service Plan:** \_\_\_\_\_

**Total Delivered Price:** \$21,246.05



**Government Fleet Sales Managers**

Dave Harris (623) 930-5961 [dharris@sandersonford.com](mailto:dharris@sandersonford.com)  
 Richard Fowler (623) 930-5962 [rfowler@sandersonford.com](mailto:rfowler@sandersonford.com)  
 Tony Friedley (623) 930-5963 [tfriedley@sandersonford.com](mailto:tfriedley@sandersonford.com)  
 Bob Allen (623) 930-5960 [ballen@sandersonford.com](mailto:ballen@sandersonford.com)  
 Tim McWilliams (623)842-8808 [tmac@sandersonford.com](mailto:tmac@sandersonford.com)

**Department Fax: (623) 930-5966**

**Date:** 8/20/2015

**Customer:** City of Glendale

**FAX:** \_\_\_\_\_

**Vehicle Description:** 2016 Ford Escape SE 4x4 (U9G)

\*\*\*\*##

**Base Price:** \$23,030.00

**Upgrade Options:**

1.	<u>1.6L Ecoboost / 6 spd Automatic</u>	<b>std</b>
2.	<u>17" Alloy silver painted wheels</u>	<b>std</b>
3.	<u>Air Conditioner</u>	<b>std</b>
4.	<u>Cloth buckets - 10 way power adjust</u>	<b>std</b>
5.	<u>60/40 split fold down rear seat</u>	<b>std</b>
6.	<u>Power Windows / Locks / Mirrors</u>	<b>std</b>
7.	<u>Cruise Control</u>	<b>std</b>
8.	<u>AM / FM / CD</u>	<b>std</b>
9.	<u>SYNC bluetooth connectivity</u>	<b>std</b>
10.	<u>Rearview Camera w/ 4.2" dash screen</u>	<b>std</b>
11.	<u>AZ legal window tint / 4 keys &amp; fobs</u>	<b>included</b>
12.	<u>approx lead time 60-90 days A.R.O.</u>	

**Upgrade Options Total:** \$0.00

**Bid Price (w/options):** \$23,030.00

**Sales Tax (8.5%):** \$1,957.55

**Tire Tax:** \$5.00

**Ford Extended Service Plan:** \_\_\_\_\_

**Total Delivered Price:** \$24,992.55

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
DON SANDERSON FORD, INC.**

**EXHIBIT C**  
Scope of Work

**PROJECT**

Purchase of new vehicles

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
DON SANDERSON FORD, INC.**

**EXHIBIT D**

**METHOD AND AMOUNT OF COMPENSATION**

Method of compensation is provided in Section 3 of the Agreement.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$351,691.

**DETAILED PROJECT COMPENSATION**

Compensation is for the purchase of thirteen (13) 2016 Ford vehicles which includes, three F350 XL supercab/4x2/short bed pickups, one F350 XL reg cab/4x2/service body pickup, one F250 XL supercab/4x2/short bed pickup, three F250 XL reg cab/4x2/service body pickups, three Escape SE 4x2 SUV's, one Escape SE 4x4 SUV, and one Transit 350 XL long wheel base/med roof height/Passenger Van.



**PURCHASE OF VEHICLES FROM DON SANDERSON FORD**

**ATTACHMENT A**

<b>Quantity</b>	<b>Department</b>	<b>Quantity/Type/Division</b>
<b>2</b>	<b>Public Works</b>	<b>(1) SUV Transportation Division (1) F250 Pickup Truck/ Custodial Services</b>
<b>2</b>	<b>Police Services</b>	<b>(2) SUV's Investigations/ Administration</b>
<b>7</b>	<b>Water Services</b>	<b>(1) 4WD SUV/ Water Quality (1) F250 Service Body Pickup Truck/Waste Water (1) F250 Service Body Pickup Truck/Water Distribution (1) F350 Pickup Truck/ Waste Water (1) F350 Pickup Truck/Central System Maintenance (1) F350 Pickup Truck/Meter Maintenance (1) F350 Service Body Pickup Truck</b>
<b>1</b>	<b>Fire Services</b>	<b>(1) F350 Transit Van/ Fire Crisis Response</b>
<b>1</b>	<b>Community Services</b>	<b>(1) F250 w/Service Body Pickup/ Parks &amp; Recreation</b>



## Legislation Description

---

**File #:** 15-652, **Version:** 1

---

### **AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF VEHICLE LUBRICANTS FROM NORTH AMERICAN LUBRICANTS**

Staff Contact: Jack Friedline, Director, Public Works

#### **Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with North American Lubricants for the purchase of vehicle lubricants using a Mohave Educational Services Cooperative agreement in an amount not to exceed \$178,494 for the initial term, effective upon signing of the agreement and running through June 30, 2016; and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional two years, in one-year increments based on satisfactory performance and the annual renewal of Contract No. 13I-0517 by Mohave Educational Services Cooperative, in an amount not to exceed \$553,494 over the full three-year term of the agreement.

#### **Background**

Public Works maintains a diverse fleet of vehicles and equipment used to support key city operations including police and fire services, community services, public works and water services. The purchase of large quantities of engine oils, grease, lubricants, and transmission fluids is required to keep the city's fleet of vehicles and equipment functioning properly.

North American Lubricants Company was awarded a bid by Mohave Educational Services for the purchase of Vehicle Lubricants and staff is requesting to utilize the cooperative purchase program where members may participate in the cooperative procurement opportunities through the use of designated contracts.

The Mohave Educational Services Cooperative Contract No. 13I-0517 with North American Lubricants Company was effective on July 1, 2013, for a one-year initial period, with the option to renew the term of the contract for an additional four years, in one-year increments, allowing the contract to be extended through June 30, 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**

Vehicle lubricants are bid in bulk amounts by vendors and savings on these items are realized by obtaining combined quantity discounts offered under the group's collective buying power. Purchase prices are assured by vendors when a cooperative agreement agency is awarded and the same bid option is offered to other cooperative agency members. The benefit of eliminating duplication of staff labor and time is also realized by using this option.

This is a request for expenditure authority only and does not mean that the city will expend the full authorized amount of \$178,494 for the initial term of the agreement with North American Lubricants.

**Previous Related Council Action**

On September 23, 2014, Council approved the expenditure authorization for cooperative purchase of vehicle lubricants from North American Lubricants for the Public Works Department utilizing a Mohave Educational Services Cooperative agreement in a total amount not to exceed \$185,000 annually.

On August 13, 2013, Council approved the expenditure of funds for products and services obtained under cooperative purchasing agreements for fiscal year (FY) 2013-14 for Public Works in a total amount not to exceed \$600,000. Included in this action was the purchase of automotive lubricants and oils for the city fleet.

On November 27, 2007, Council adopted Resolution No. 4113 New Series authorizing and directing the entering into an Intergovernmental Agreement with Mohave Educational Services Cooperative, Inc., for a cooperative purchase agreement.

**Community Benefit/Public Involvement**

Cooperative purchasing 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 FY 2015-16 Equipment Management, Landfill and Materials Recovery Facility operating and maintenance budgets. Staff has included a 3% contingency per year, for years two and three for market adjustments and unforeseen circumstances.

Expenditures with North American Lubricants Company are not to exceed \$178,494 for the initial term, effective upon signing of the agreement and running through June 30, 2016, with a not to exceed amount of \$553,494 over the full term of the agreement, contingent upon Council budget approval.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$118,494</b>	<b>2590-18300-523230, Fleet Management</b>
<b>\$ 50,000</b>	<b>2440-17710-523230, Landfill</b>
<b>\$ 10,000</b>	<b>2440-17750-523230, MRF Operations</b>

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  
NORTH AMERICAN LUBRICANTS, CO.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and North American Lubricants, Co., a Delaware corporation, authorized to do business in Arizona, ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On July 1, 2013, under the Mohave Arizona Cooperative Purchasing, the Mohave Educational Services Cooperative (Mohave) entered into a contract with Contractor to purchase the goods and services described in the Vehicle Lubricants Contract #13I-NAL-0701, which is attached hereto as Exhibit A. The Vehicle Lubricants Contract permits its cooperative use by other governmental agencies including the City. The Vehicle Lubricants Contract is hereinafter referred at as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was July 1, 2013, until the date the contract expires on July 1, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond July 1,

2018. The initial term of this Agreement therefore is the period from the Effective Date of this Agreement until July 1, 2016. The City may renew the term of this Agreement for 2 one-year renewal periods until the Cooperative Purchasing Agreement expires on July 1, 2018. Renewals are not automatic and shall only occur if Mohave extends the term of the Cooperative Purchase Agreement and the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate each one-year renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The purchase price for the supplies and/or services purchased under this Agreement for the initial term of the contract through July 1, 2016 shall not exceed one hundred and seventy-eight thousand, four hundred ninety-four dollars (\$178,494.00).
- C. The purchase price for the supplies and/or services purchased under the Agreement during any and all renewal periods from July 2, 2016 through July 1, 2018 shall not exceed an additional amount of three hundred seventy-five thousand dollars (\$375,000.00).

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

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

City of Glendale  
c/o Montana Slack, Ph.D.  
6210 West Myrtle Avenue, Suite 111  
Glendale, Arizona 85301  
623-930-2621

and

North American Lubricants  
c/o Matt Endicott  
7337 East Doubletree Ranch Road  
Scottsdale, AZ 85258  
480.624.5839 Office

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

“City”

City of Glendale, an Arizona  
municipal corporation

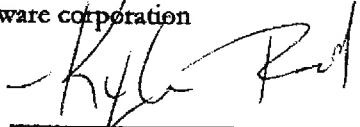
By:

\_\_\_\_\_  
Richard A. Bowers  
Acting City Manager

“Contractor”

North American Lubricants  
a Delaware corporation

By:

  
\_\_\_\_\_  
Name: Kyle Read  
Title: Vice President

ATTEST:

\_\_\_\_\_  
Pamela Hanna (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
MOHAVE EDUCATIONAL SERVICES COOPERATIVE,  
CONTRACT NO. 13I-NAL-0701**

**EXHIBIT A  
(CONTRACT)**





Browse by contract category

-Or-

Search by keyword



MOHAVE

ASPIN

Contracts & Solicitations

About Us

News & Events

Sign Up

Contact Us

Mohave (928) 753-6945 ASPIN (520) 888-9664

Show All Products/Vendors

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z



Overview

Pricing & Docs

More Info

**Products/Services:**

North American Lubricants provides:

- Self branded vehicle lubricants



Visit Website

7337 E. Doubletree Ranch Rd.  
Scottsdale AZ 85258

**Main Contact:**

Paul Pfäuser  
Phone: 480-624-5809

**Contract:**

13I-NAL-0701

**Final Expiration:**

07/01/2018

**Next Renewal:**

07/01/2016

**Mohave Contacts:**

Procurement Specialist:  
Maria Brissette

Contract Specialist  
Michael Carter, CPPB

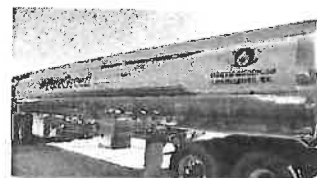
**About Vendor:**

North American Lubricants (NAL), is an Arizona based lubricant manufacturer serving customers in over 44 states through our national distribution network. We have manufacturing assets in Louisiana, Florida, and Southern California with plans to open a new facility in Casa Grande, Arizona in 2014. NAL's management team has over a century of combined experience in the lubricant industry.

We welcome the opportunity to service all Mohave Members with our full slate of synthetic and synthetic blend products. Choices are good and with NAL we offer a choice of our Puratech and Puramax products along with our "Green" eco-friendly lubricant product line, PureGreen. Products are available in bulk, drums, kegs, pails, quarts and tubes.

North American Lubricant's product quality is second to none. All our heavy duty engine oils meet and exceed OEM requirement CJ-4, including; Cummins, Detroit Diesel, Caterpillar, Volvo & Mack. Our automotive motor oils meet stringent approvals for the latest API specification SN and ILSAC performance standard GF-5 as well as a full synthetic 5w30 that is GM dexos licensed.

We look forward to servicing you!





6/5/2015

## Extension of Contract (Page 1 of 3)

Paul Pfauer  
North American Lubricants  
7337 E. Doubletree Ranch Rd.  
Scottsdale, AZ 85258

**RE: Contract # 13I-NAL-0701 Extension Agreement made by and between North American Lubricants and Mohave Educational Services Cooperative (Mohave).**

In accordance with its terms, Mohave desires to extend contract 13I-NAL-0701 for a period of one (1) year, beginning 7/1/2015. 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, North American Lubricants agrees to provide products or prices as per .

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature

Title DIRECTOR OF STRATEGIC ACCOUNTS

Typed/Printed Name

PAUL PFAUSER

Date

6/5/15

Please check the information below.

POs Att: Order Desk  
North American Lubricants  
7337 E. Doubletree Ranch Rd.  
Scottsdale, AZ 85258

Remit to: North American Lubricants  
Accounts Receivable  
7337 E. Doubletree Ranch Rd.  
Scottsdale, AZ 85258

Member Contact: Paul Pfauer  
Contract Administrator: Paul Pfauer  
Phone Number: ~~480-624-5809~~ 480-624-5810  
Fax Number: 480-624-5890

**If both pages of this notice are not received at Mohave's Kingman office on or before 7/1/2015, orders may be held without processing. Email or Fax completed extension to [contracts@mesc.org](mailto:contracts@mesc.org) or (928) 718-3238**

*To terminate contract 13I-NAL-0701 effective 7/1/2015, send a notice of such to (928) 718-3238 or email [contracts@mesc.org](mailto: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 Percentage of discount. 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 07/01/2016.

Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.

We will provide new price lists/catalog by 6/5/15. (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](mailto:contracts@mesc.org). If you have any questions, contact your Contract Specialist either via email [michael@mesc.org](mailto:michael@mesc.org) or phone <<csInfo::csphone>>.

## Offer and Acceptance Form

Place after Tab 1a

### IFB 13I-0517 Vehicle Lubricants

To Mohave Educational Services Cooperative, Inc.:

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

Federal Employer Identification Number 94-3409060

Company Name North American Lubricants

Address 7337 East Doubletree Ranch Rd City Scottsdale State AZ Zip 85258

Telephone Number 480-624-5809 Fax 480-624-5890

Printed Name Brian Brownlee Title National Accounts

Primary Email bbrownlee@nalube.com Alternate email ppfauser@nalube.com

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

Authorized Signature 

The offer and acceptance form should be submitted with a signature by the person authorized to sign the bid. The person signing the bid shall initial erasures, interlineations, or other modifications in bid. Failure to sign the bid and contract award document, or to make other notations as indicated, may result in rejection of bid.

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

### Acceptance of Offer and Contract Award (Mohave Only)

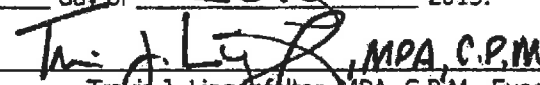
**Your Bid is Hereby Accepted:**

As contract vendor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, addenda, etc.

This Contract shall be referred to as Contract Number 13I - NAL - 0701

Awarded this 28 day of June 2013.

This contract shall be effective this 01 day of July 2013.

  
Travis J. Lingenfelter, MPA, C.P.M., Executive Director  
Mohave Educational Services Cooperative, Inc.

**Date: June 26, 2013**

**To: Travis J. Lingenfelter, MPA, C.P.C., Executive Director**

**Through: Mark DiBlasi, CPPB, Contracts Manager**

**From: Michael Carter, CPPB, Contract Specialist I**

**Subject: Award Recommendation for IFB 13I-0517, Vehicle Lubricants**

On May 24, 2013 Mohave received three responses to IFB 13I-0517. In accordance with the procurement rules and the solicitation, the basis of award was lowest responsible and responsive bidder(s). An overall average pricing comparison was used to develop a ranking from lowest to highest price for the bids received.

North American Lubricants was the lowest overall bidder for average pricing of the items requested in the bid. They were lowest on most packaged and drum lubricants. Canyon State Oil was the second lowest overall bidder for average pricing of the items requested in the bid. They were lowest on one of the most common oil grades used in the industry (5W-30) in both drum and bulk quantities and automatic transmission fluids in all requested units of measure for delivery and/or packaging.

All three bidders were determined to be responsive and responsible. They provided the following required information:

- Provided the majority of the products and services requested in solicitation
- Demonstrated necessary experience
- Demonstrated ability to adequately service members statewide for all products and services offered

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

Award is recommended to least number of bidders determined necessary to meet the members' requirements. The decision was based upon considerations for economical pricing for all lubricants, minimum order and delivery requirements for remote members, contractor's ability to provide for our large, diverse membership, and geographic area(s) served.

Awards are recommended to the responsible and responsive bidders with the lowest cost, based upon the pricing comparison above. The summary of the comparison pricing from the responsible and responsive bidders follows:

Vendor	Overall average	Overall Average for Packaged Lubricants	Overall Average for Drum Lubricants	Overall Average for Bulk Lubricants
<b>North American Lubricants</b>	<b>\$207.56</b>	<b>\$9.16</b>	<b>\$562.15</b>	\$9.66
<b>Canyon State Oil</b>	\$240.61	\$13.33	\$647.86	\$11.73
<b>Auto Safety House, LLC</b>	\$298.11	\$14.87	\$762.84	<b>\$9.11*</b>

\*Note: Pricing was higher than recommended awarded bidders for commonly requested lubricants, such as, 15W-40, 5W-30, and Automatic Transmission Fluids in bulk measurements.

**IFB 131-0517 Award Recommendation**

Additional details and summaries for the recommended awards are as follows:

- North American Lubricants was the lowest overall bidder for average pricing of the items requested in the bid. They were lowest on most packaged and drum lubricants. They manufacture their own branded products. Additionally, they provided a comprehensive list of non-core products. They offer free shipping for orders of ten cases of product, two 55-gallon drums, and/or 100 gallons of bulk lubricants.
- Canyon State Oil was the second lowest overall bidder for average pricing for all items requested in the bid. They were lowest on one of the most common oil grades used in the industry (5W-30) in both drum and bulk quantities and automatic transmission fluids in all requested quantities. They offered Shell lubricant products. They offer free shipping for orders of twenty cases of product, or five 5-gallon pails, one 55-gallon drum, and/or 220 gallons of bulk lubricants.

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

These are new contracts for Mohave. It is recommended the contracts take effect on July 1, 2013.

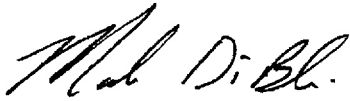
It is the recommendation of the evaluation committee contracts be awarded to Canyon State Oil, and North American Lubricants for Vehicle Lubricants.

**Not recommended for award (below the cutoff for least number of vendors determined necessary to meet the members' requirements.):**

**Auto Safety House, LLC**

- Pricing was higher than awarded bidders for commonly requested lubricants, such as 15W-40, 5W-30, and Automatic Transmission Fluids in package, drum, and bulk measurements. Additionally, pricing was substantially higher on most compared packaged core products (7 out of 9 compared products), nearly all compared drum core products (10 out of 11 compared products) and nearly half of the compared bulk gallon products (5 out of 11).

Approve the award of #131-0517 as recommended:



Signature: \_\_\_\_\_  
Mark DiBlasi, CPPB  
Contracts Manager

Date: 6/26/13



Signature: \_\_\_\_\_  
Travis J. Lingenfelter, MPA, C.P.M.,  
Executive Director

Date: 28-Jun-13



ARIZONA COOPERATIVE PURCHASING

**ADDENDUM NO. THREE (3)  
INVITATION FOR BID NO. 13I-0517  
VEHICLE LUBRICANTS**

Addendum No. 3 is hereby made part of the solicitation documents and shall be included in all submitted formal sealed bids. Bidders shall formally acknowledge receipt of Addendum No. 3 by including this page, signing, and dating the following statement:

Addendum No. 3 is acknowledged by

Printed Name and Title: Brian Brownlee NATIONAL ACCOUNTS

Name of Firm: NORTH AMERICAN LUBRICANTS

Date: 5/15/13

Place a signed copy of Addendum No. 3 after Tab 1.b. in your formal bid binder.

**Note:** The published due date and time of May 24, 2013 at 3:00 P.M. local AZ time remains unchanged.

**CORRECTION TO THE 13I VEHICLE LUBRICANTS ADDENDUM 1.XLSX WORKBOOK REGARDING API SJ SERVICE RATING:**

The API Service rating indicated as SJ has been found to be outdated for the lubricants using this specification in the 13i vehicle lubricants addendum 1.xlsx workbook. Products that have requested an API Service SJ performance category shall be revised and updated to API Service SN.

- All applicable products that have been requested in the 13i vehicle lubricants addendum 1.xlsx workbook shall use the updated API SN Service rating in bid pricing.

This is a minor correction and no revised workbook will be issued.

All questions regarding Invitation for Bids No. 13I-0517 should be directed to the responsible Contract Specialist:

**Michael Carter, CPPB, Contract Specialist I**

Phone: (928) 718-3222

Email: [michael@mesc.org](mailto:michael@mesc.org)

 MPA, C.P.M.

**Travis Lingenfelter, MPA, C.P.M.**

**Executive Director**

**Mohave Educational Services Cooperative, Inc.**

**Publish Date: May 15, 2013**





ARIZONA COOPERATIVE PURCHASING

ADDENDUM NO. TWO (2)  
INVITATION FOR BID NO. 13I-0517  
VEHICLE LUBRICANTS

Addendum No. 2 is hereby made part of the solicitation documents and shall be included in all submitted formal sealed bids. Bidders shall formally acknowledge receipt of Addendum No. 2 by including this page, signing, and dating the following statement)

Addendum No. 2 is acknowledged by:

Printed Name and Title: Brian Brewster NATIONAL ACCOUNTS

Name of Firm: NORTH AMERICAN LUBRICANTS

Date: 5/1/13

Place a signed copy of Addendum No. 2 after Tab 1.b. in your formal bid binder.

**REVISED PUBLISHED DUE DATE AND TIME HAVE BEEN REVISED:**

The original published due date has been revised from May 17, 2013 to the following:

**May 24, 2013 at 3:00 P.M. local AZ time**

**CORRECTION TO THE 13I VEHICLE LUBRICANTS ADDENDUM 1.XLSX WORKBOOK:**

An error has been noted in the 13i vehicle lubricants addendum 1.xlsx workbook. Product description *Dextron IV* should be *Dextron VI*. This is a minor correction and no revised workbook will be issued.

All questions regarding Invitation for Bids No. 13I-0517 should be directed to the responsible Contract Specialist:

**Michael Carter, CPPB, Contract Specialist I**

Phone: (928) 718-3222

Email: [michael@mesc.org](mailto:michael@mesc.org)

 MPA, C.P.M.

**Travis Lingenfelter, MPA, C.P.M.**

**Executive Director**

**Mohave Educational Services Cooperative, Inc.**

**Publish Date: May 1, 2013**



ARIZONA COOPERATIVE PURCHASING

**ADDENDUM NO. ONE (1)  
INVITATION FOR BID NO. 13I-0517  
VEHICLE LUBRICANTS**

Addendum No. 1 is hereby made part of the solicitation documents and shall be included in all submitted formal sealed bids. Bidders shall formally acknowledge receipt of Addendum No. 1 by including this page, signing, and dating the following statement:

Addendum No. 1 is acknowledged by Brian Brownlee  
Printed Name and Title: BRIAN BROWNLEE NATIONAL ACCOUNTS  
Name of Firm: NORTH AMERICAN LUBRICANTS  
Date: 4/30/13

Place a signed copy of Addendum No. 1 after Tab 1.b. in your formal bid binder.

**Note:** The published due date and time of May 17, 2013 at 3:00 P.M. local AZ time remains unchanged.

**REVISED ELECTRONIC WORKBOOK TITLED, 13I VEHICLE LUBRICANTS.XLSX:**

The original workbook included the use of brand names for Core Products. The attached electronic workbook titled, "13i vehicle lubricants addendum 1.xlsx" has been revised to remove brand names, include minimum specifications for the products requested, and replaces the original electronic workbook.

**ADDITIONAL INFORMATION – MEMBER SURVEY RESULTS:**

Mohave surveyed its membership in February 2013, to assess collective interest in utilizing a Mohave cooperative contract or contracts for vehicle lubricants. A total of one hundred and one (101) Mohave members responded to the survey instrument. Ninety-two (92) Mohave members responded to the questions regarding vehicle lubricants. Sixty-three percent (63%) of respondents indicated a likelihood of using Mohave's future cooperative contract(s) for vehicle lubricants. Twenty-two percent (22%) of respondents were uncertain and would wait to review the pricing and terms of the final contract(s).

All questions regarding Invitation for Bids No. 13I-0517 should be directed to the responsible Contract Specialist:

**Michael Carter, CPPB, Contract Specialist I**  
Phone: (928) 718-3222  
Email: [michael@mesc.org](mailto:michael@mesc.org)

 MPA, C.P.M.

**Travis Lingenfelter, MPA, C.P.M.**  
Executive Director  
Mohave Educational Services Cooperative, Inc.

**Publish Date:** April 30, 2013

## ***Special Terms and Conditions***

***Place after Tab 1d***

The following Special Terms and Conditions are in addition to the applicable General Terms and Conditions that appear on pages 25 - 35. Please review them and complete the *Special Terms and Conditions Specifications Acceptance Form* (page 24).

### **1. DELIVERY**

- 1.1. Default in one installment to constitute total breach:** Contract vendor shall deliver conforming materials in each installment or lot under this contract and may not substitute nonconforming materials. Mohave reserves the right to declare a breach of contract if contract vendor delivers nonconforming materials to any Member under this contract.
- 1.2. Defective goods:** Contract vendor agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Contract vendor shall arrange for return shipment of damaged or defective goods.
- 1.3. Delivery time:** Failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.
- 1.4. Improper delivery:** If the goods or tender of delivery fail in any respect to conform to this contract, Member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.
- 1.5. Restocking fees:** A restocking fee may only be charged on products ordered and delivered to Member's site. Restocking fees in excess of fifteen percent (15%) shall not be allowed. Contract vendor may waive restocking fees. Shipping charges on returns must be identified.

### **2. FORM OF CONTRACT**

- 2.1. Contract vendor contract documents:** Mohave will review proposed contract vendor contract documents. Contract vendor's contract documents shall not become part of Mohave's contract with contract vendor unless and until an authorized representative of Mohave reviews and approves it. 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. Parol evidence:** The contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

### **3. INSURANCE**

- 3.1. Liability insurance:** Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement comprehensive public liability insurance, to include automobile liability, providing limits of not less than \$1,000,000 per occurrence. 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. A sample certificate may be provided. However, before any orders are processed, contract vendor must provide a certificate that names Mohave as the certificate holder. **Place after Tab 2b.**
- 3.2. 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.

#### **4. SPILL AND CLEANUP SUPPORT**

It is required that each contract vendor should have spill and cleanup support system available for Members throughout Arizona, or the regions specified in their offer. If a third party is used to provide spill and cleanup work, bidder must include details of any such arrangement in the bid. Trained and qualified technicians shall be available to cover all parts of the state, or specific regions within the state for regional offers. It is preferred that response services are available within 24 hours, or expedited on a case-by-case basis, as required by the Member.

#### **5. MANUFACTURER SUPPORT**

Bidders submitting bids as a manufacturer's representative must be able, if requested by Mohave, to supplement the bid with a letter from the manufacturer certifying that bidder is a bona fide dealer for the materials offered, that bidder is authorized to submit a bid on such material, and which guarantees that should bidder fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

#### **6. OFFER ACCEPTANCE PERIOD/WITHDRAWAL**

**6.1. Bid acceptance period:** A bid submitted in response to this solicitation shall be valid and irrevocable for ninety (90) days after opening time and date.

#### **7. OVERVIEW**

**7.1. Bidder qualifications:** It is preferred that the bidder has extensive knowledge and at least three (3) years experience with the products 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. Order cycle overview:**

1. Member forwards purchase orders to Mohave that lists the contract number. Vendor listed on the purchase order is contract vendor.
2. Mohave reviews and emails Member order with "*MESC Reviewed*" stamp, to contract vendor.
3. Contract vendor provides products.
4. Contract vendor invoices Member.
5. Member pays contract vendor.
6. Contract vendor sends monthly Reconciliation Report to Mohave.
7. Contract vendor remits administration fee monthly, based on invoices paid.
8. Mohave audits selected purchases.

#### **8. PRICING**

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

**8.2. Application of pricing:** The date of a Member's purchase order and/or a contract vendors quote will generally be used to determine the contract pricing that is in effect for that order. However, other factors may apply.

**8.3. Basis for pricing:** Contract pricing under this IFB must be based upon:

Fixed discount(s) off manufacturer's published price list(s) or catalog(s).

**8.4. Catalogs/price lists:** A copy of the latest edition of the price list or catalog to which discount shall be applied shall be included with bid. Bidder shall attach all applicable price lists or catalogs. Submission of outdated price lists or catalogs may result in rejection of bid.

**8.5. Combination pricing:** Bids for combination of pricing schedules shall clearly identify items covered by discount(s)

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

- 8.7. Discounts:** Discount bids must clearly identify percent of discount to apply to the contract. If multiple discounts apply, bidder shall clearly indicate the discounts and applicable materials. Bidder shall agree that there will be no reduction in discount(s) during the term of contract.
- 8.8. Effect of price:** No contract shall be awarded solely on the basis of price.
- 8.9. Bid prices:** Bid pricing for core products shall include prices for any and all items. Core product prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more allowable economic price adjustment contingencies outlined in bid. If allowable price adjustment contingencies occur, contract vendor may submit a fully documented request for price adjustment to Mohave. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of bid submittal and results from an increased cost to contract vendor that was out of contract vendor's control.
- 8.10. Bid price review:** Mohave will review requests for bid price adjustments to determine if the new prices or another option is in the Members' best interests. New bid prices shall apply to the contract upon approval from Mohave. Price changes shall be a factor in contract renewal.
- 8.11. New catalogs/price lists:** New price lists, workbooks and/or catalogs may be submitted for review throughout the term of the contract. Mohave will review new price lists, workbooks and/or catalogs to determine if the new prices or an alternative option is in the Members' best interests. New price lists, workbooks and/or catalogs shall apply to the contract only upon approval from Mohave. New price lists, workbooks and/or catalogs found to be non-competitive at any time during the contract will be grounds for terminating the contract.
- 8.12. 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.
- 8.13. Price reduction and adjustment:** Price reduction may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave. Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than 30 days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a Member. Contract vendor shall offer Mohave any published price reduction during the contract period.
- 8.14. Price workbook:** All bidders must download and complete the 13I Vehicle Lubricants Workbook titled "**13i vehicle lubricants.xlsx**" located at [www.mesc.org/contracts-solicitations/solicitations](http://www.mesc.org/contracts-solicitations/solicitations). Provide a CD or similar electronic media device (DVD, USB thumb drive, etc.) with the completed spreadsheet in your response. Paper copies of the workbook are required. Failure to provide and complete the 13I Vehicle Lubricants 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.
- 8.15. Special pricing offers:** Special pricing offers (i.e., volume discounts) must apply to all Mohave orders of similar size and scope. Special pricing limited to a single Member is not acceptable. Mohave must approve special pricing before it is offered to any Member.

## **9. SITE REQUIREMENTS**

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

**9.2. Onsite Contract Vendor Responsibilities:** The contract vendor is responsible for ensuring that all onsite work/deliveries performed under contract meets or exceeds the OSHA standards, and is responsible for ensuring safe work performance of employees and subcontract vendors. These standards apply to onsite activities and equipment operation that support the contract work.

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

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

**9.3. 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.

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

**9.5. Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

## **10. TERM OF CONTRACT AND EXTENSION**

**10.1. Contract period:** It is Mohave's intent to award a multi-term contract for the specified materials, 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.

**10.2. 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.

**10.3. Renewal of contract:** Conditions for renewal of the contract 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 requirements of the contract, and continued competitive prices for the materials and services provided under the contract.

## **11. WARRANTY/QUALITY GUARANTEE**

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

**11.2. Inspection:** The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the materials to vendor by its Member.

**11.3. Quality:** Contract vendor warrants that for one (1) year after acceptance of the materials by Member, they shall be:

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

**11.4. Warranty requirements:** Contract vendor warrants that all materials delivered under this contract shall conform to the specifications. Contract vendor agrees to help Member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty will be passed on to Member without exception. Mohave reserves the right to cancel the contract if contract vendor charges Member for a replacement part contract vendor received at no cost under a warranty.

## **Special Terms and Conditions Acceptance Form**

*Place after Tab 1d*

*Signature on Page 37 certifies complete acceptance of the Special Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

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

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

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

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

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



## General Terms and Conditions

Place after Tab 1c

### 1. CANCELLATION

- 1.1. Cancellation for bankruptcy or acquisition:** Mohave reserves the right to cancel, or suspend the use of, any contract if contract vendor files for bankruptcy protection, or is acquired by an independent third party.
- 1.2. Cancellation for conflict of interest:** Mohave may cancel this contract or any purchase order issued under this contract pursuant to ARS §38-511 for conflict of interest. Conflict of interest occurs if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Mohave, is or becomes at any time while the contract or an extension of the contract is in effect, an employee of, or a consultant to, any other party to the contract, with respect to the subject matter of the contract. Members shall incur no penalty or further obligation if the contract is cancelled for conflict of interest. A written notice of cancellation shall be sent to the contract vendor and the effective date of cancellation shall be the date specified within the written notice of cancellation.
- 1.3. Cancellation for convenience:** Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its Members. Contract vendor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for authorized work in progress, authorized work completed and materials accepted before the effective date of the cancellation.
- 1.4. Cancellation for non-performance or contract vendor deficiency:** Mohave may terminate any contract if Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. Mohave reserves the right to cancel the whole or any part of this contract due to failure by contract vendor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contract vendor for acting or failing to act in any of the following:
- Failing to comply with the accepted terms and conditions of the contract;
  - Providing material that does not meet the specifications of the contract;
  - Providing material that was not awarded under the contract;
  - Failing to adequately perform the services set forth in the scope of work and specifications;
  - Failing to complete required work or furnish required materials within a reasonable amount of time;
  - Providing material under the contract prior to receiving a Mohave reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contract vendor shall have ten (10) days to provide a satisfactory response to Mohave to adequately address all issues of concern. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this clause, all goods, materials, work, documents, data and reports prepared by contract vendor under the contract shall become the property of the Member.

- 1.5. Cancellation for replacement:** Mohave reserves the right to cancel a contract awarded under this solicitation and replace it with a newer contract awarded to the same contract vendor for similar goods and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to replace the contract rests solely with Mohave.
- 1.6. Contract vendor cancellation:** Contract vendor may cancel this contract at any time upon thirty (30) days prior written notice to Mohave or at time of annual contract renewal. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.
- 1.7. Continuation of performance:** Contract vendor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

**1.8. Gratuities:** Mohave shall cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contract vendor or any agent or representative of contract vendor, to any employee of Mohave or Member with a view toward securing a contract or with respect to the performance of this contract. Paying the expenses of normal business meals shall be in accordance with each Member's policy regarding gratuities. Samples of products provided to Mohave for demonstration or evaluation are not considered gratuities.

## **2. CERTIFICATION**

By signing the Offer and Acceptance Form (page 37 of the IFB), bidder certifies the following:

- Bidder has examined and understands the terms, conditions, scope of work and specifications and other documents in this solicitation.
- The submission of the bid did not involve collusion or other anti-competitive practices. Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- Neither bidder, nor any officer, director, partner, Member or associate of bidder, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Bidder agrees to comply fully with any and all provisions of ARS §32-1101 et seq (Registrar of Contractors) that may regulate bidder's business. Bidder shall not discriminate against any employee, or applicant for employment in violation of federal and state laws (see Federal Executive Order 11246; ARS §41-1461).
- Bidder is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a contract, bidder agrees to promote, offer and sell under Mohave contract only those materials awarded to contract vendor by Mohave.
- If awarded a contract, bidder shall provide the commodities, and/or services to Members of Mohave in accordance with the terms, conditions, scope of work, specifications, and other documents of this Invitation For Bid.
- If awarded a contract, bidder agrees that all staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).
- Bidder and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, A.R.S. §41-4401, and A.R.S. §23-214, which requires compliance with federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.
- Bidder does not have scrutinized business operation in Sudan or Iran and complies with the Export Administration Act.

## **3. CLARIFICATION**

Clarification means communication with bidder for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the bid. It is achieved by explanation or substantiation, either in response to an inquiry from Mohave or as initiated by bidder. Clarification does not provide the bidder an opportunity to revise or modify its bid, except to the extent that correction of apparent clerical mistakes results in a revision.

#### **4. CONFIDENTIAL INFORMATION**

**4.1. Confidential information request:** If bidder believes that its bid contains trade secrets or confidential information that should be withheld from public inspection, a statement advising Mohave of this fact shall accompany the bid, and the information shall be so identified wherever it appears. Mohave shall review the statement and provide their determination in writing whether the information shall be withheld. If Mohave determines to disclose the information, Mohave shall inform bidder in writing of such determination. Requests to deem the entire bid as confidential will not be considered.

**4.2. Pricing:** Mohave will not consider pricing to be confidential or proprietary.

**4.3. Public record:** All bids submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award notification.

#### **5. COOPERATIVE PURCHASING**

**5.1. Cooperative purchasing:** This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to Members. Any contract that prohibits sales from being made to specific types of Members (for example, state agencies or local government units) may not be considered. Sales without restriction to any Members are preferred.

**5.2. Cooperative purchasing agreements:** Cooperative Purchasing Agreements between Mohave and its Members have been established under Arizona procurement rules and code for use of contracts.

**5.3. Most favored customer:** Bidder agrees all prices, terms, warranties, and benefits granted by bidder to Members through this contract are comparable to or better than the equivalent terms offered by bidder to any present customer meeting the same qualifications or requirements. Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contract vendor. Contract vendor may respond to any solicitation without regard to this contract. If contract vendor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice.

#### **6. ESTIMATED QUANTITIES**

Mohave anticipates considerable activity resulting from this solicitation. However, no commitment of any kind is made concerning quantities actually to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of Members and marketing by contract vendor.

#### **7. EVALUATION & AWARD**

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

**7.2. Deviations and exceptions to requirements:** All requested exceptions/deviations must be clearly explained. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.

**7.3. Formation of contract:** A response to this solicitation is an offer to contract with Mohave based upon the terms, conditions, scope of work, and specifications contained in this request. A bid does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.

**7.4. Multiple award:** Mohave has a large number of various types of Members located throughout Arizona. To assure that our contracts meet the requirements of all Members, Mohave reserves the right to award multiple contracts. Such decision will be based upon considerations for Members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, bonding capacity, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and other relevant criteria. Bidder should consider the fact that Mohave may award multiple contracts in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

A multiple award shall be made only if the procurement officer determines in writing that a single award is not advantageous to Mohave. A multiple award shall be limited to the least number of suppliers necessary to meet the requirements of the using agencies. Mohave shall make the sole determination of the least number of contracts required to meet the need.

**7.5. Non-exclusive contract:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Mohave's Members. Mohave and its Members reserve the right to obtain like goods and services from other sources.

**7.6. Past performance information:** Past Performance Information (PPI) is relevant information regarding a contract vendor's actions under previously awarded contracts to public agencies. It includes contract vendor's record of performance under such contracts including, but not limited to: conformance to the terms, conditions, specifications and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.

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

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

## **8. FEDERAL & STATE REQUIREMENTS**

**8.1. Business operations in Sudan/Iran:** In accordance with A.R.S. 35-391.06 and 35-393.06, the contract vendor shall not have scrutinized business operations in Sudan and/or Iran.

**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 (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375. In such projects, contract vendor agrees to post wage rates at the work site and submit a copy of their payroll to the Member for their files. In addition, to comply with the Copeland Act, contract vendor must submit weekly payroll records to the Member. Contract vendor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contract vendor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with federal grant monies, contract vendor agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal governments (24 CFR, Part 85.36), including 24 CFR 85.36(i), contract provisions.

The forms listed below are incorporated by reference into this solicitation and any resultant contract.

- HUD-5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs
- HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
- HUD-5369-B, Instructions to Offerors Non-Construction
- HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract
- HUD-5370, General Conditions of the Contract for Construction
- HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work)
- HUD-5370-C2, General Conditions for Non-Construction Contracts Section 1 (With Maintenance Work)

For federally funded projects only, the requirements of an applicable form shall supersede conflicting requirements in this solicitation. The forms may be accessed via HUDClips (<http://www.hud.gov/offices/adm/hudclips>) or by requesting a copy from the Mohave contact person listed on Page 1 of this solicitation.

- 8.3. 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 A.R.S. §41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. Mohave and/or Mohave Members may request verification of compliance from any contract vendor or subcontractor performing work under this contract. Mohave and its Members reserve the right to confirm compliance. Should Mohave or its Members suspect or find that the contract vendor or any of its subcontractors are not in compliance, Mohave may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contract vendor. All costs necessary for compliance are the responsibility of the contract vendor.

- 8.5. Non-compliance:** All federally assisted contracts to Members that exceed \$10,000 may be terminated by the federal grantee for noncompliance by contract vendor. In projects that are not federally funded, bidder must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

- 8.6. Offshore performance of work prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

- 8.7. Terrorism country divestments:** In accordance with A.R.S. 35-392, Mohave and its Members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contract vendor warrants compliance with the Export Administration Act.

## **9. FORCE MAJEURE**

Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; 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 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. Patent and copyright indemnification:** To the extent permitted by law, contract vendor shall indemnify and hold harmless Mohave and its Members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Mohave and its Members of materials furnished or work performed under this contract. Mohave and its Members shall reasonably notify contract vendor of any claim for which it may be liable under this paragraph.

## **11. LICENSES**

Contract vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contract vendor. Contract vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contract vendor whose license(s) expire, lapse, are suspended or terminated.

## **12. OFFER ACCEPTANCE PERIOD/WITHDRAWAL**

**12.1. Late bids:** Except as authorized by Arizona procurement rules and code, late bids shall not be considered.

**12.2. Withdrawal of bid:** At any time prior to the specified due date and time, bidder may withdraw his bid. After the opening time and date, bids may not be withdrawn, except as allowed by Arizona procurement rules and code.

## **13. ORDERING CYCLE**

**13.1. Acceptance of orders:** This contract is for the sole use of Mohave and its Members. All quotations provided to Members must be based on prices in the contract and include the correct Mohave contract number. Contract vendor may only refuse a Mohave reviewed order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation. Mohave may require the contract vendor to reject any purchase orders received from Members based on this contract that may not comply with Mohave's rules, processes or standards.

**13.2. Audit of contract activity:** Mohave will audit some of the purchases made under this contract. The contract vendor agrees to provide all documentation necessary for Mohave to audit purchases made under contract, including invoices, credits and statements issued to Members, in a timely fashion.

**13.3. Contract vendor contacts:** Contract vendor agrees to assign only one contact person for each of the following: accounting, audit, contract administration, escalation, main member contact, open order/status report, and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.

**13.4. Open order and status reports:** Mohave will send contract vendor open order and status reports on a periodic basis. Contract vendor agrees to reply to information requests in a timely fashion.

**13.5. Orders in process:** Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment, or cancellation by the Member. Any such orders must be in the possession of Mohave within a reasonable amount of time.

**13.6. Purchase verification:** It is the Member's independent responsibility to verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.

**13.7. Quotations:** Quotations with no end date are considered invalid after sixty (60) days from the issue date.

#### **14. OVERVIEW**

**14.1. Advertising:** Bidder shall not advertise or publish information concerning this solicitation prior to an award being announced by Mohave. After award, contract vendor(s) may advertise the availability of products and services to Members. Any promotional marketing materials using the Mohave logo must be approved by a Mohave Contract Specialist in advance.

**14.2. Amendment of contract:** An awarded contract may be amended for a variety of reasons. Contract amendments will be issued as deemed necessary by Mohave to address contractual issues that may arise.

**14.3. Applicable law:** Contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.

**14.4. Application of law:** The Arizona Procurement Code, the Arizona State Board of Education School District Procurement Rules, and the Uniform Commercial Code (UCC) as adopted by the State of Arizona, are part of this document as if fully set forth herein. Any provision or clause required by law, rule or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.

**14.5. Arbitration:** After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

**14.6. Assignment:** Contract vendor shall assign no right or interest in this contract without prior written permission from Mohave. No delegation of any duty of contract vendor shall be made without prior written permission from Mohave. Mohave shall not unreasonably withhold approval and shall notify contract vendor of its decision within fifteen (15) days of receipt of written notice from contract vendor.

**14.7. Audit rights:** In accordance with applicable Arizona law, contract vendor's books and records related to this contract may be audited at a reasonable time and place, for the term specified in Arizona procurement rules and code.

**14.8. Bid opening:** Bids shall be opened immediately following the bid due date and time. Sample pricing will be publicly read and recorded in the presence of witnesses. All other information in the bids shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

**14.9. Brand names:** The names of major businesses and their products that appear without the trademark or service mark remain the property of their respective owners.



**14.10. Captions, headings and illustrations:** The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit or describe the scope or intent of the request.

**14.11. Contract claims or controversies:** The requirements of the Arizona procurement rules and code shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a Member and contract vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or ARS, Title 41, Chapter 23, Article 9, as applicable. The Member's authorized representative shall serve as the district representative for resolution of such claims and controversies. ARS, Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the Member under the contract.

**14.12. Contract placed on hold:** Mohave shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contract vendor to address issues in the written deficiency notice.

**14.13. Definition of time:** Periods of time, stated as a number of days, shall be in calendar days, not business days.

**14.14. Eligible agencies:** Any contract awarded from this solicitation shall be available to all Members who have signed Mohave's Cooperative Purchasing Agreement. Member is defined as a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of Section 115 of the Internal Revenue Code. Mohave has over 400 Members including public school districts, community colleges, city and county governments and political subdivisions throughout Arizona. A list of Members may be found on Mohave's website, [www.mesc.org](http://www.mesc.org). Actual use of any contract will be at the sole discretion of Mohave's Members.

**14.15. Novation:** If contract vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Mohave reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contract vendor.

**14.16. Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Mohave, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Scope of work/services and specifications
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

**14.17. Pricing extension errors:** In case of error in extension of prices in the bid, unit prices shall govern.

**14.18. Relationship of the parties:** Vendors receiving contracts under this solicitation are independent contractors. Neither party to the contract, nor any Member, shall be deemed to be the employee of another party to the contract.

**14.19. Removal from potential bidders list:** Any bidder submitting a perfunctory bid with no serious intent of being accepted may be removed from Mohave's potential bidders list. Any vendor not responding to two (2) consecutive Invitation for Bids for similar procurements may be removed from the potential bidders list for those items or services. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the potential bidders list.

**14.20. Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.



**14.21. Successful performance:** The sections of solicitation defining the scope of services, requirements, qualifications, etc., are not to be construed as a complete listing that exempts successful bidder from reasonable services required to ensure successful performance under the contract.

**14.22. Title:** Purchase orders placed under this contract are on behalf of Mohave's Members. As such, title to goods passes directly from contract vendor to Member.

## **15. PAYMENT**

**15.1. Billing:** All invoices shall list the applicable Member purchase order number and Mohave contract number. Contract vendor will invoice Members directly. All transactions are payable in U.S. currency only.

**15.2. Contacting Member about payment:** Contract vendor may contact Member directly for payment for a product 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. Goods shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee. Invoice must include Member purchase order number and Mohave contract number.

Mohave's administration fee is included in the invoice amount paid by the Member. Contract vendor shall remit administration fee to Mohave monthly. Administration fee shall be calculated at .0099 of the original subtotal amount. The Mohave administration fee shall not be calculated on ancillary charges (e.g. shipping, transaction privilege tax, environmental fees, etc.)

**15.4. Contract vendor payment:** Member shall issue payment to contract vendor after receipt of invoice. Payment by P-Card is requested.

**15.5. Correct billing:** Contract vendor's invoice must match the purchase order. If discovered, contract vendor must correct incorrect 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. Quick pay discounts:** Quick pay discounts may be offered to Members, provided they have received the materials, and that such discounts are available equally to all Members. Mohave must approve such discounts in writing and before they are offered to Members.

**15.9. 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 **10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup> or 30<sup>th</sup>** 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 is available at our website [http://www.mesc.org/solicitations/13I\\_Reconciliation\\_Report.xls](http://www.mesc.org/solicitations/13I_Reconciliation_Report.xls)

Mohave administration fees shall be mailed to: 625 E. Beale St.  
Kingman, AZ 86401

## **16. PREPARATION OF BID & BID FORMAT**

- 16.1. Amendment of bid:** A bid may be amended up to the time of opening by submitting a sealed letter to the location indicated on the front of the solicitation.
- 16.2. Bid forms:** The forms and format contained in the solicitation shall be used. Bidders may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested. Electronic or faxed bids shall not be considered.
- 16.3. Bidder responsibility:** Bidder shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting bid. Failure to examine any requirements shall be at bidder's risk. Negligence in preparing a bid confers no right of withdrawal after due date and time.
- 16.4. Cost of bid preparation:** Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

## **17. PRODUCT LINES**

- 17.1. Current products:** Bids shall be for materials 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. Discontinued product substitutions must be submitted and approved by Mohave, prior to being offered to Member.
- 17.3. New products:** New products that meet the scope of work 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 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. New products must be submitted and approved by Mohave, prior to being offered to Member. Mohave may reject any additions without cause.
- 17.4. 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.

## **18. PROTESTS**

Protests shall be filed with Travis Lingenfelter, the Executive Director of Mohave, and shall be resolved in accordance with Arizona Procurement rules and code, ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-1001 through R7-2-1195. *A protest must be in writing and must be filed with the Executive Director of Mohave at 625 E. Beale Street, Kingman, Arizona, 86401.* A protest of a solicitation must be filed with the Executive Director before the solicitation due date and time. A protest of a proposed award or awards must be filed within ten (10) days after the protester knows or should have known the basis of the protest, whichever is earlier. A protest filed on the tenth day must be received by 5:00 pm, local time.

A protest must include:

- The name, address and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the Executive Director, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorneys fees and costs.

## **19. RIGHT TO ASSURANCE**

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, he may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory breach of the contract.

## **20. SAFETY STANDARDS**

Items supplied under the contract shall comply with applicable Occupational Safety & Health Standards of the Arizona Industrial Commission, National Electric Code, and National Fire Protection Association Standards.

## **21. SHIPPING**

**21.1. Shipping terms/transfer of title:** Shipments shall be F.O.B. destination. Title and risk of loss of material shall not pass to Member until Member receives the material at delivery point, unless otherwise provided in the contract.

**21.2. Shipment under reservation:** Contract vendor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

**21.3. Shipping charges:** Prices that include shipping to any location in Arizona, delivered to the specific receiving point identified in the purchase order, are preferred. If shipping is charged, it may be done so as a percentage of purchase price (if bidder agrees that Member shall not be charged more than the actual invoiced amount for shipping) or as prepaid (actual cost added to the invoice). It is the Members' 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. Indian reservation or tribal tax:** If goods are subject to Indian reservation or tribal tax, contract vendor shall include such taxes as a separate item on the original invoice to the Member.

**23.3. Payment of taxes:** Member is responsible for payment for all taxes listed on the invoice. Contract vendor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office.

**23.4. 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.

**23.5. Property taxes:** Arizona public agencies do not pay state property taxes. (Arizona Constitution, Article 9, Section 2)

**23.6. Transaction Privilege Tax (Sales Tax):** Most Members are taxable. Transaction privilege taxes in Arizona include State, County and City taxes. The tax status of the ordering Member determines if and when transaction privilege taxes are to be applied. Documentation for Members who do not pay Transaction privilege tax is available upon request from Member. Contract vendor is responsible for charging taxes correctly.

## **General Terms and Conditions Acceptance Form**

**Place after Tab 1c**

*Signature on Page 37 certifies complete acceptance of the General 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 General Terms:**

- We take no exceptions/deviations to the general terms and conditions.**

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

- We take the following exceptions/deviations to the General Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the General Terms and Conditions. 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.)*

## Scope of Work

Place after Tab 1e

### 1 BACKGROUND INFORMATION

In order to gain economies of scale, Mohave is formally soliciting statewide sources of vehicle lubricants with the intent to award one or more competitively solicited contracts, in whole or in part, for an initial one (1) year term and four (4) one-year extension options, to a Bidder or Bidders to supply Mohave's statewide membership with vehicle lubricants, as specified within this Invitation for Bid.

### 2 DESCRIPTION

Mohave seeks statewide sources for vehicle lubricants that meet or exceed the specifications set forth within this formal solicitation.

The scope of work and minimum specifications define the quality and characteristics of the desired materials and application. They are based upon specifications for known acceptable manufacturers, materials and/or brands of Castrol, Chevron, Kendall, Pennzoil, Shell, Smitty's, Texaco, and Valvoline including but not limited to: vehicle lubricants, and/or equal quality products. Specifications are not intended to be exclusive or restrictive. Bidders may offer alternate solutions, including alternate manufacturers, which meet the quality and performance characteristics in the specifications. Mohave shall review such bids and be the final judge on the acceptance of any alternate solutions.

### 3 ESTIMATED TIMELINE OF EVENTS

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

EVENT	ESTIMATED DATE
Invitation for Bids Issued	April 19, 2013
Deadline for Questions	May 10, 2013 at 3:00 PM
Pre-Bid Conference Held	April 29, 2013 at 10:00 AM (Local Time) Teleconferenced Pre-Bid conference will be held utilizing <i>WebEx</i> telephone conferencing. Please contact Mohave for reservation details.
Published IFB Due Date & Time	May 17, 2013 at 3:00 PM (Local Time) 211 N. 7th Street, Kingman, AZ 86401
Public Opening of Bids	May 17, 2013 at 3:00 PM (Local Time)
Notice of Intent to Award ( <i>estimated date only</i> )	May 24, 2013
Execution of Contract(s) ( <i>estimated date only</i> )	May 29, 2013

#### 4 SUBMISSION OF BIDS

- 4.1 Bids should provide straightforward, concise information that satisfies the requirements. Expensive bindings, color displays, etc., are not desired or deemed necessary. Emphasis should be placed on conformity to the specifications and terms and conditions, as well as the completeness and clarity of the submittal content.
- 4.2 The Bidder must submit its Bid following information detailed in the *IFB Instructions to Bidder & Checklist*.

#### 5 CONTRACT TYPE

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

#### 6 AWARD CRITERIA

The award criteria for this solicitation are as follows:

**Award(s) shall be made to the lowest responsive and responsible bidder(s) meeting specifications.**

**Responsive and responsible bidder shall provide the following requirements:**

- 1) **Pricing Information:** Discount summary, electronic workbook and/or pricing documents, pricing methodology;
- 2) **Offer and Acceptance, Terms and Conditions, Scope of Work and Specification Documents:** Offer and Acceptance, addenda (if any), acceptance of General & Special Terms and Conditions, Scope of Work, specifications with exceptions/deviations noted;
- 3) **Information:** Complete response to the Method of Approach and Qualification and Experience pages, certificate of insurance, company financials;
- 4) **Primary Contract Documents:** Completed primary contract documents, spill and cleanup information, sample supplemental agreements;
- 5) **Additional Information:** Checklist form, literature and supporting printed data, manufacturer specifications, additional information.

## Specifications

Place after Tab 1e

### **SPECIFICATIONS**

**Compliance with specifications:** The fact that a manufacturer, supplier or bidder chooses not to produce supplies, and/or services to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive. Bidders shall offer materials 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. All requested 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 and Specifications Acceptance Form*.

**Purpose of specifications:** Specifications are designed to enable bidder to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If bidder believes a specification is unnecessarily restrictive, bidder must indicate such in its bid.

**Use of brand names:** Brand names, trade names, model numbers, and/or catalog numbers are used to indicate the character, quality, and/or performance characteristics of the materials desired. Use of the name of a manufacturer, brand, make or catalog number does not restrict bidder from offering suitable alternates. However, Mohave reserves the right to decide whether alternatives to the identified manufacturer and brand are equal to the materials 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*
<b>1.1 Product Requirements</b>		
1.1.01 Contract vendor shall maintain a supply of lubricants able to service a diverse fleet of vehicles. Vehicle types may include, but not be limited to: aircraft; all terrain vehicles (ATV's); buses; heavy equipment; heavy, medium, and light-duty trucks; marine; motorcycles; passenger cars and vans.		x
1.1.02 Lubricants may include, but not be limited to: engine lubricants, transmission lubricants, grease (high temp, moly, white, etc.), differential lubricants, transfer case lubricants, chain drive lubricants, antifreeze coolants, oil additives, and hydraulic fluids.	x	
1.1.03 All products shall be approved for year round use under all load conditions common to normal fleet/vehicle operations.	x	
1.1.04 All products shall be guaranteed against any adverse affect on the original factory engine warranty.	x	
1.1.05 All products shall meet or exceed the equipment manufacturer's specifications, American Petroleum Institute (API) Service Requirements (latest revision), and shall meet all requirements for manufacturers new car warranties as outlined by the manufacturers in each corresponding manual. Bidders must enclose proof of API certification on new and re-refined products being offered in the bid package. Certificates shall be included after Tab 5c.	x	
1.1.06 Synthetic products shall meet or exceed the specifications set by all vehicle manufacturers.	x	

<b>1.2 Delivery and Packaging Requirements</b>			
1.2.01	All drums delivered shall be in satisfactory condition with minimal dents, rust, and be free of any contamination. Unsatisfactory drums shall be rejected upon delivery with replacement required within 24 hours at no additional charge to the Member.	x	
1.2.02	All drums shall include labeling that clearly identifies the contents. Labels shall communicate the risks of hazardous materials in transport and storage, as required by federal, state, and local laws.	x	
1.2.03	Contractor shall be required to pick up any number of empty drums upon delivery of orders. The Member shall not be charged a drum deposit fee if delivery driver is unable to pick up the empty drums at the time of delivery of orders. When delivery is made by common carrier, the contract vendor shall be responsible for scheduling at a minimum of every four (4) weeks/ and final a pickup of all empty drums within seven (7) days of expiration of contract.	x	
1.2.04	Vendor shall notify Member of delivery schedule to allow sufficient time for Member to have empty drums ready for pick-up.	x	
1.2.05	All pallets shall be non-deposit and returnable to the contract vendor with the pick-up of empty drums.	x	
1.2.06	Contract vendor shall be capable of delivering product in bulk, quart, gallons, and drums.	x	
1.2.07	The contract vendor shall be responsible for cleanup of all spills incurred during delivery and unloading at Member site, in accordance with federal, state, and local environmental laws and ordinances. Member shall be notified immediately of any spill occurring on Member site and/or property. Any cleanup required shall be coordinated with Member.	x	
1.2.08	Current Material Safety Data Sheets (MSDS) shall be provided to Member for each type of product at the time of delivery.	x	

**\*Exceptions/deviations must be listed on the *Scope of Work and Specifications Acceptance Form*. List the specification number for each exception/deviation.**



## Scope of Work and Specifications Acceptance Form

Place after Tab 1e

Signature on page 37 certifies complete acceptance of the Scope of Work 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 and Specifications:

- We take no exceptions/deviations to the Scope of Work and Specifications.

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

- We take the following exceptions/deviations to the Scope of Work and Specifications. All exceptions/deviations shall be clearly explained. Reference the corresponding Scope of Work 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.)*

The following vehicle types are not supported with this submission:

Aircraft; all-terrain vehicles (ATV's); marine & motorcycles

These vehicles require specific lubricants which are not part of the core product listing and not readily available within the North American Lubricants catalog. North American Lubricants can source these products provided the member organization submits both the specific equipment information and lubricant specification required to properly maintain said equipment. Lead time on these products may exceed those offered on Core and Non-Core products.

## ***Evaluation Requirements – 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;
  - Training (initial and ongoing);
  - Delivery time to Members; and
  - Any other value-added services that may benefit Members.
3. Indicate how you will ensure your sales staff does not sell products to Members that are not on contract or will not meet the public need. Is there "added value" received by the customer when purchasing through you rather than a competitor, or is your major benefit price alone?

Indicate if your bid is regional or statewide: Regional \_\_\_\_\_ Statewide  X

If regional, indicate the counties in Arizona you will provide delivery of products at the prices specified in the bid.

Apache \_\_\_\_\_

Mohave \_\_\_\_\_

Cochise \_\_\_\_\_

Navajo \_\_\_\_\_

Coconino \_\_\_\_\_

Pima \_\_\_\_\_

Gila \_\_\_\_\_

Pinal \_\_\_\_\_

Graham \_\_\_\_\_

Santa Cruz \_\_\_\_\_

Greenlee \_\_\_\_\_

Yavapai \_\_\_\_\_

La Paz \_\_\_\_\_

Yuma \_\_\_\_\_

Maricopa \_\_\_\_\_

Do you offer Will Call or Customer Pickup services? Yes. If yes, provide the addresses for each of the servicing locations below:

1) MSC Distributing 3939 W. Washington St. Phoenix, AZ 85009

2) MSC Distributing 5315 E. Empire Flagstaff AZ 86004

3) \_\_\_\_\_

4) \_\_\_\_\_

Are there any limitations to the types of Members that you will provide services to? If so, indicate what those limitations are.

No

Provide a delivery schedule for the areas/counties you provide products:

- Apache County – 7-10 days
- Cochise County – 7-10 Days
- Coconino County – 7-10 days
- Yuma County – 7-10 days
- Mohave County - 7-10 days
- La Paz County – 7-10 days
- Navajo County – 7-10 days
- Graham County – 7-10 days
- Greenlee County – 7-10 days
- Cochise County – 7-10 days
- Santa Cruz County 3-5 days
- Yavapai County – 3-5 days
- Gila County – 3-5 days
- Maricopa - 3-5 days
- Pinal County – 3-5 days
- Pima County ~ 3-5 days

## Evaluation Requirements – 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 experiences 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, (i.e., "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 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 materials and that you can provide the materials if awarded a contract. Indicate if you are a bona fide dealer for the materials in the bid or if you are a manufacturer of the products in the bid.
7. Provide a letter of reference from three (3) different Arizona public agencies where products 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

#### INNOVATIVE SOLUTIONS

- Premium Product Quality
- National Account Program
- Vendor Consolidation
- Eco-Friendly Products
- Established US Distribution
- National Quality Controls
- Full Product Warranty
- Technical Support
- On-line Ordering
- On-line Account Data
- Consistent National Pricing
- Customer Service Focus



## North American Lubricants Executive Summary

### Corporate Overview:

North American Lubricants (NAL) serves customers in over 44 states through a national distribution network, manufacturing assets in Louisiana, Florida, and Southern California with plans to open a new facility in Casa Grande, Arizona in 2014. NAL's management team has over a century of combined experience in the lubricant industry.

For over a decade, we have maintained the pace as one of the fastest growing lubricant brands in the U.S. Our corporate philosophy is simple; understand the current and future needs of the customers we serve, produce only the highest quality products, control marketing and overhead costs and pass on the benefits to customers nationwide.

### PureGreen Introduction:

After nearly 3 years of product development, market research and supply negotiations, NAL introduced its PureGreen product line in late 2008. Our product line includes a full slate of automotive and heavy-duty engine oils, hydraulic oils and transmission fluid.

PureGreen is the lubricant of choice for many private, state, and local municipalities along with federal fleets like the U.S. Postal Service nationwide.

NAL established a national supply network for select re-refined base stocks. Multiple supply points enable NAL to maintain consistent product availability during potential supply interruptions, minimize freight costs to regional manufacturing plants, control raw material costs and ensure we source only the highest quality products.

### Environmental Benefits:

Formulated with high-quality base stocks refined from collected used oil, PureGreen delivers the unique combination of ultimate lubricant performance and environmental responsibility. Used oil does not go bad, it simply gets dirty.

Through a state-of-the-art process, re-refined base stocks display equal or improved properties when compared to conventionally produced product. Due to new technology, twice refining the product and the fact that almost 15% of collected used oil is synthetic, a large percentage of the re-refined base stock we source have synthetic performance characteristics.

By choosing PureGreen Lubricants, tangible environmental benefits are created, including; conserving irreplaceable petroleum resources, reduced air pollution from the reduction of used oil "burned"; less reliance on foreign crude oil, consumes up to 80% less energy in production, supports domestic economies through regional collection, manufacturing and delivery and promotes the proper collection of used oil.

NAL also established a strategic partnership with multiple used oil collection providers to offer a "closed-loop" system. Our partners collect nearly 50 million gallons of used oil annually and cover more than 75% of the U.S.

 **PureGreen**  
with friendly performance



**NORTH AMERICAN  
LUBRICANTS, CO.**



## Product Quality Second to None

### NATIONAL ACCOUNTS

Through our National Account Program, Mohave members will benefit by uniform national pricing, reduced burden on AP department and our online account management system.

NAL's online management system gives our national customers 24/7 access to account history, purchase history, open orders and pending invoices. Orders can also be placed online and a pre-approved order template can be developed, limiting the national product mix and maximizing purchasing.

Access to online information is password protected. NAL's staff is dedicated to ongoing technical support, customer service and billing inquiries.

Our National Account Program delivers direct economic support, efficiencies and economies of scale to provide a unique and valuable supply system to our customers.

### Corporate Partnership in "Sustainability":

Many of the sustainability programs and initiatives our customers seek to implement make a partnership in lubricant purchasing with North American Lubricants a natural fit.

The initiatives by many eco-friendly organizations to reduce the negative environmental impact through the use of Solar and Wind power along with promoting the use of CFL's and energy efficient appliances makes a partnership with North American Lubricants for a "Green" oil a perfect addition to customer looking to improve conservation strategy. Using PureGreen motor oil also makes our customers a partner in an oil refining process that produces 30% less greenhouse gas than conventional refining processes.

The use of PureGreen will not only provide customers another measurable way to reduce the adverse impact on the environment, but also supports the local US economy while reducing reliance on foreign oil.

*A partnership with North American Lubricants provides a unique opportunity to deliver sustainable environmental benefits through lubricant purchasing.*

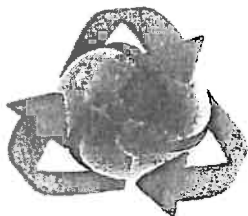
### Product Quality:

North American Lubricant's products are second to none. All our products exceed API, ILSAC and OEM performance requirements. Our PureGreen line is no exception.

PureGreen HD engine oils meet and exceed all engine manufacturer requirement CJ-4, including; Cummins, Detroit Diesel, Caterpillar, Volvo & Mack. Our PureGreen automotive motor oils meet stringent approvals for the latest API specification SN and ILSAC performance standard GF-5 and are approved by General Motors for factory fill.

NAL maintains strict standards with a national quality control program. Our manufacturing plants contain an on-site laboratory and have over \$300,000 in equipment. Each gallon produced is batch tested in the lab and approved. A retain from each product on every outbound shipment is again sampled and tested. An approved Certificate of Analysis is then shipped with each load to our distributors around the nation.

*Our product quality is also backed by a Full Product Warranty.*



North American Lubricants, Co.  
7337 East Doubletree Ranch Road  
Scottsdale, AZ 85258  
800.430.6252  
480.624.5890 fax  
[www.nalube.com](http://www.nalube.com)

## Method of Approach

---

### National Account Team Structure:

- National Accounts Sales Team – Arizona
  - Paul Pfauter – National Accounts Manager
    - [ppfauter@nalube.com](mailto:ppfauter@nalube.com)
    - 480-624-5810 - direct
    - 480-619-9053 - cell
  - Brian Brownlee – National Accounts Representative – Commercial Fleets
    - [bbrownlee@nalube.com](mailto:bbrownlee@nalube.com)
    - 480-624-5809 – direct
    - 623-986-1521 – cell
    - 480-624-5890 – fax
  - Scott Shields – National Account Representative – Installer Market
    - [sshields@nalube.com](mailto:sshields@nalube.com)
    - 480-624-5827 – direct
    - 480-438-6646 – cell
    - 480-624-5890 – fax
  - Anthony Williams – National Account Representative – Installer Market
    - [awilliams@nalube.com](mailto:awilliams@nalube.com)
    - 480-624-5839 - direct
    - 480-823-8200 – cell
    - 480-624-5890 – fax

### Communication:

The aforementioned National Account Team will contact each Mohave member within 5 business days to announce our partnership with Mohave and perform discovery on each member to identify product needs, equipment resources, volumes, delivery schedules and ancillary requirements. From these calls, a site visit may be required to review complex locations and notate specifics to ensure proper and safe delivery of all products.





### **Training:**

Each Mohave member may require product training. The North American Lubricants National Account Team Members will provide tailored product training for Mohave members including non-core products at the member's request. NAL will utilize a Microsoft PowerPoint presentation for all training topics as well as provide attendance sheets which will be left with the customer to document those who received training. A complimentary electronic copy of the PowerPoint training will be provided to the members via email for members for their staff to use in training employee/staff that were absent or new-hires.

### **Delivery Schedules:**

Typical delivery schedules are 3-5 business days however remote areas may require as many as 7-10 days depending on location. Orders placed on or during holidays will be delivered in accordance with the typical delivery schedule for that location from the next non-holiday date.

### **Value-Added Services:**

North American Lubricants will, at the request of the customer, offer Oil Analysis testing for a fee. NAL employees can provide training on proper oil analysis techniques as well as on how to properly complete the chain of custody ensuring Mohave members receive accurate, detailed analysis to aid in maintaining their fleet.

North American Staff have 100+ years of lubricant experience and will be available to support technical questions of Mohave members.

Electronic copies of all Product Data Sheets as well as Material Safety Data Sheets will be available through NAL's extensive online data base ensuring all members have access to the most current copies at all times.

North American Lubricants will from time to time forward via email all Mohave members Technical Service Bulletins (TSB) which may impact operation or maintenance of vehicles within the membership's fleet.

Each member will be offered an online ordering portal which will be login and password protected to prevent unauthorized use or ordering of products.



# **NORTH AMERICAN LUBRICANTS**

## **Qualifications and Experience:**

North American Lubricants is headquartered in Scottsdale, AZ at 7337 East Doubletree Ranch Rd, Scottsdale, AZ 85258 and is not considered a minority owned business. North American Lubricants is a manufacturer of bulk heavy and light-duty lubricants, ancillary products as well as performance chemicals.

## **Key Staff Members:**

**Todd Peterson - President - 5 years**

**Aaron Read - Distributor Sales Manager - 10 years.**

**Kyle Read - Distributor Sales - 12 years**

**Paul Pfauser - National Account Manager - 30 years**

**Mark Wolf - Distributor Sales - 26 years**

**Brian Brownlee - National Account Representative - 19 years**

**Scott Shields - National Account Representative - 5 years**

**Anthony Williams - National Account Representative - 1 year**

North American Lubricants, Co. was founded in 1999 by a small group of investors, who are also lubricant purchasers, who were concerned about trends in the petroleum industry and their decrease in profit. North American Lubricants serves the following business:

**Quick Lube Installers    General Automotive Repair Centers    Auto Dealerships**

**Government    Municipalities    Commercial Fleets    United States Postal Service**

**Commercial/Manufacturing Facilities**

The North American Lubricants products are licensed by the American Petroleum Institute (API) and meet or exceed OEM performance specifications. A full list of licensed products can be found on the API website at <http://eolcs.api.org/licenseAgreementService.aspx?id=2049>



# **NORTH AMERICAN LUBRICANTS**

## **References**

**Letters of Reference were unavailable at the time of submission. The contacts below are being offered as references.**

### **Caltrans**

**Joe Ricci - Equipment Shop Supervisor**

**6010 Monterey**

**San Jose, CA 95138**

**(408) 360-8317**

### **State of Texas**

**Dana L Edwards Ctpm Ctcn**

**PO box 13186**

**Austin, TX 78711-3186**

**(512) 463-2563**

### **City of Casa Grande, AZ**

**David Standridge**

**3181 N. Lear Avenue**

**Casa Grande, AZ 85122**

**520-421-8615 - Office**

Place after Tab 3b

**Firm-Fixed Pricing Methodology Description**

- Our pricing methodology is percentage off catalog price.
- Our pricing methodology is percentage off published MSRP.
- Our pricing methodology is a combination of percentage off catalog price and published MSRP.

Provide a description as to how your pricing will be managed under an awarded contract. Outline any contingencies for economic adjustments. (See **Basis for Pricing** in the Special Terms and Conditions.)

Pricing is based as a percentage off catalog pricing. Members choosing to take advantage of Mohave pricing will have an online portal established with all published rates visible and available through the online portal. A unique password and login protocol will be provided to the member ensuring only authorized access for placing orders. The NAL order desk will review orders against the online pricing to ensure accuracy. In the event of a market shift in the cost of raw materials resulting in a price increase or decrease, a letter will be sent to those members in our system as well as Mohave outlining the change in cost by product and the effective date of said change.

---

Provide a description as to how your volume discounts (if offered) will be managed under an awarded contract.

N/A

---

---

---

---

Other than drum deposit fees and sales taxes, detail any other mandatory Federal, State, or Local charges that may be included on the Member's invoice for the products offered in your bid. Include the rates, amounts, and/or methodology for determining these charges:

Any applicable taxes will be applied to the member's invoice. Pricing presented in this solicitation is considered delivered. There are no other fees except as outlined for minimum orders and restocking fees in Summary sections 1-3 of the pricing workbook.

---

# Evaluation Requirements – Primary Contract Documents

Place after Tab 4a

1. Provide Arizona Transaction Privilege (sales) Tax License Number: 1006856

Do you collect city, county and/or other local sales tax in Arizona?    Yes     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 (i.e. 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, etc. Additionally, it is Mohave's assertion that a statewide contract available to over 400 Member 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       No

If no, what efficiencies and economies would Members receive from a contract based on your bid?

---



---

3. Address for purchase orders:

Attention of Betty Mejia

Street Address 7337 East Doubletree Ranch Rd Mailing Address 7337 East Doubletree Ranch Rd

City Scottsdale      State AZ      ZIP 85258

Fax 480-624-5890

Email Address bmejia@nalube.com or bbrownlee@nalube.com

4. Sales support by region (If you have representatives other than the Arizona representative listed above.)

Name	Region served	Phone
Scott Shields	Statewide	480-624-5827
Anthony Williams	Statewide	480-624-5839

5. Will you offer Members a quick pay discount if payment is made within 10 or 20 days?

Yes     No     If Yes, what is the discount for    10 days? \_\_\_\_\_    20 days? \_\_\_\_\_

6. What is your general website (Internet) address? www.nalube.com

7. Contacts for Mohave:

**Main Mohave representative contact: Brian Brownlee**

*(Shall be the main point of contact for Members and be responsible for Member information requests.)*

Title National Account Representative Email address bbrownlee@nalube.com

Phone number 480-624-5809 Fax 480-624-5890

**Contract Administrator contact: Brian Brownlee**

*(Shall be the main point of contact for Mohave procurement/contract specialists. Shall be responsible for handling information requests from the Mohave specialists.)*

Title National Account Representative Email address bbrownlee@nalube.com

Phone number 480-624-5809 Fax 480-624-5890

**Accounting contact: Stacy Janowicz**

*(Shall be the main point of contact for Mohave accounting specialists.)*

Title Credit Review, A/P & A/R Coordinator Email address sjanowicz@nalube.com

Phone number 480-624-5808 Fax 480-624-5890

**Open Order Report/Status Report contact: Betty Mejia**

*(Shall be the main point of contact regarding open orders.)*

Title Customer Service Email address bmejia@nalube.com

Phone number 480-624-5815 Fax 480-624-5890

**Audit contact: Stacy Janowicz**

*(Shall be the main point of contact for Mohave accounting specialists.)*

Title Credit Review, A/P & A/R Coordinator Email address sjanowicz@nalube.com

Phone number 480-624-5808 Fax 480-624-5890

**Reconciliation contact: Betty Mejia**

*(Shall be the main point of contact for the reconciliation report.)*

Title Customer Service Email address bmejia@nalube.com

Phone number 480-624-5815 Fax 480-624-5890

**Escalation contact: Paul Pfauter**

*(Shall be the main point of contact when an issue needs to be escalated above the main contact for the Bid/contract. This contact shall be a different individual than those named for the contacts listed above.)*

Title National Accounts Manager Email address Ppfauter@nalube.com

Phone number 480-624-5810 Fax 480-624-5890

8. **Payment remittance address 7337 East Doubletree Ranch Road**

Attn: Accounts Receivable

City Scottsdale

State AZ

ZIP 85258

Telephone (invoice questions) 480-624-5808

FAX 480-624-5890

Place after Tab 4a

Per requirement 1.2.07, provide the requested customer support information for spill or cleanup services in the event of an emergency.

**Spill/Cleanup contact (business hours):**

Name CHEMTREC

Contact hours 24/7/365 access

Title Emergency Service Specialist Email address N/A

Phone number (800) 424-9300 Fax \_\_\_\_\_

**Spill/Cleanup contact (after hours, weekends, holidays):**

Name CHEMTREC

Contact hours 24/7/365 access

Title Emergency Service Specialist Email address N/A

Phone number (800) 424-9300 Fax \_\_\_\_\_

Include information regarding the response time and how spill and cleanup services are provided.

Response times will vary dependent upon the spill site however traditional response times for Arizona

Are 5-7 hours. Upon arrival, the spill response team will assess the situation and use the appropriate,

Mechanical agitation, Surfactants, oil absorbent pads, clay adsorbents and vacuum devices to remediate

petroleum based products from asphalt or concrete. If the spill should reach vegetation or water ways,

additional resources may be required to properly address the spill.

Place after Tab 4b

Will Members be required to sign any supplemental end-user agreements (sales, credit accounts, etc.)?

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.**



**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
MOHAVE EDUCATIONAL SERVICES COOPERATIVE,  
CONTRACT NO. 13I-NAL-0701**

**EXHIBIT B**  
Award and Rate Sheet



**NOTIFICATION OF AWARD LETTER**

June 28, 2013

Sent this day via email to [bbrownlee@nalube.com](mailto:bbrownlee@nalube.com)

Brian Brownlee  
National Accounts  
North American Lubricants  
7337 East Doubletree Ranch Rd  
Scottsdale, AZ 85258

June 28, 2013

X Congratulations, North American Lubricants' response has been awarded a contract under IFB 13I-0517. 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 North American Lubricants. 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](mailto: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 ([www.mesc.org/about-us/board-of-trustees-2/faqs-vendors](http://www.mesc.org/about-us/board-of-trustees-2/faqs-vendors)) to learn more about working with Mohave. Especially helpful is the Vendor Handbook.

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 [michael@mesc.org](mailto:michael@mesc.org).

**Your contract number is 13I-NAL-0701 and will take effect on July 1, 2013.**

If you have any questions regarding your new contract, please call me at (928) 718-3222. We look forward to working with you and your company in the future.

Michael Carter, CPPB  
Contracts Specialist I



# NORTH AMERICAN LUBRICANTS

Customer:	Mohave Solicitation 13i - Catalog Pricing
Salesperson:	Paul Pfauter ppfauter@nalube.com 480-624-5810
Effective Date:	1/26/2015
Counties	Maricopa, Pinal, Pima, Gila and Santa Cruz

Product Code	Product Description	Member	UOM
1010171010	PURATECH Supreme 10W30	\$ 6.88	GAL
1010171030	PURATECH Supreme 10W30 Drum	\$ 7.46	GAL
1210141010	PURATECH SYN-Blend 5W30	\$ 6.97	GAL
1210141030	PURATECH SYN-Blend 5W30 Drum	\$ 7.54	GAL
1210131010	PURATECH SYN-Blend 5W20	\$ 6.97	GAL
1210131030	PURATECH SYN-Blend 5W20 Drum	\$ 7.54	GAL
1316171010	PureSYN 10W30	\$ 10.07	GAL
1316171030	PureSYN 10W30 Drum	\$ 10.94	GAL
1316171072	PureSYN 10W30 6X1Q Case	\$ 12.37	GAL
1313141010	PureSYN 5W30 dexos1	\$ 10.29	GAL
1313141030	PureSYN 5W30 dexos1 Drum	\$ 11.15	GAL
1313141072	PureSYN 5W30 Dexos 6X1Q Case	\$ 12.59	GAL
1313131010	PureSYN 5W20	\$ 10.16	GAL
1313131030	PureSYN 5W20 Drum	\$ 11.03	GAL
1313131072	PureSYN 5W20 6X1Q Case	\$ 12.47	GAL
1313101010	PureSYN 0W20	\$ 10.29	GAL
1313101030	PureSYN 0W20 Drum	\$ 11.15	GAL
1313101072	PureSYN 0W20 6X1Q Case	\$ 12.59	GAL
1510171010	PURATECH Hi-Mile 10W30	\$ 8.44	GAL
1510171030	PURATECH Hi-Mile 10W30 Drum	\$ 9.29	GAL
1510141010	PURATECH Hi-Mile 5W30	\$ 8.63	GAL
1510141030	PURATECH Hi-Mile 5W30 Drum	\$ 9.49	GAL
1610512010	PURATECH Sure-Shift ATF DIII/M	\$ 7.47	GAL
1610512030	PURATECH Sure-Shift ATF DIII/M Drum	\$ 8.04	GAL
1610512110	PURATECH Multi-Vehicle ATF	\$ 10.52	GAL
1610512130	PURATECH Multi-Vehicle ATF Drum	\$ 11.37	GAL
1313512210	PureSYN Universal ATF	\$ 14.44	GAL
1313512230	PureSYN Universal ATF Drum	\$ 15.03	GAL
1313512272	PureSYN Universal ATF 6X1Q Case	\$ 14.78	GAL
1313383610	PureSYN Trans 50	\$ 14.62	GAL
1313383630	PureSYN Trans 50 Drum	\$ 15.49	GAL
1313383651	PureSYN Trans 50 Pail	\$ 2.31	LB
1313512372	PureSYN Dexron VI 6X1Q Case	\$ 14.92	GAL
1313511010	PureSYN HD ATF (TES 295)	\$ 14.34	GAL
1313511030	PureSYN HD ATF Drum	\$ 14.93	GAL
1313511050	PureSYN HD ATF Pail	\$ 15.39	GAL
1411191310	PURAMAX CleanFleet 15W40 CJ-4	\$ 7.40	GAL

Product Code	Product Description	Member	UOM
1411191330	PURAMAX CleanFleet 15W40 CJ-4 Drum	\$ 7.98	GAL
1411191351	PURAMAX CleanFleet 15W40 CJ-4 Pail	\$ 11.24	GAL
1011171310	PURAMAX CleanFleet 10W30 CJ-4	\$ 9.70	GAL
1313191310	PureSYN HD 15W40 CJ-4	\$ 10.79	GAL
2111303210	PURAMAX Fleet Hydraulic 10	\$ 7.42	GAL
2111303230	PURAMAX Fleet 10 Drum	\$ 8.00	GAL
2111343210	PURAMAX Fleet 30	\$ 8.02	GAL
2111343230	PURAMAX Fleet 30 Drum	\$ 8.59	GAL
2111363210	PURAMAX Fleet 40	\$ 8.26	GAL
2111383250	PURAMAX Fleet 50 Drum	\$ 8.91	GAL
2111361610	PURAMAX RREO 40 13TBN	\$ 9.46	GAL
2111361710	PURAMAX RREO 40 17TBN	\$ 10.05	GAL
2111356010	PURAMAX Hydraulic AW 32	\$ 6.80	GAL
2111356030	PURAMAX Hydraulic AW 32 Drum	\$ 8.12	GAL
2111356050	PURAMAX Hydraulic AW32 Pail	\$ 9.06	GAL
2111376010	PURAMAX Hydraulic AW 46	\$ 6.80	GAL
2111376062	PURAMAX Hydraulic AW 46 3X1G Case	\$ 9.14	GAL
2111376030	PURAMAX Hydraulic AW 46 Drum	\$ 8.12	GAL
2111376050	PURAMAX Hydraulic AW46 Pail	\$ 9.18	GAL
2111396010	PURAMAX Hydraulic AW 68	\$ 6.80	GAL
2111396030	PURAMAX Hydraulic AW 68 Drum	\$ 8.12	GAL
2111396050	PURAMAX Hydraulic AW68 Pail	\$ 9.25	GAL
2111361630	PURAMAX RREO 40 13TBN Drum	\$ 10.31	GAL
2111406010	PURAMAX Hydraulic AW 100	\$ 7.53	GAL
2111353310	PURAMAX R&O 32	\$ 6.82	GAL
2111356210	PURAMAX Premium 5000+ AW 32	\$ 7.53	GAL
2111376210	PURAMAX Premium 5000+ AW 46	\$ 7.67	GAL
2111396210	PURAMAX Premium 5000+ AW 68	\$ 7.74	GAL
2111473010	PURAMAX UTF J20C	\$ 8.08	GAL
2111473030	PURAMAX UTF J20C Drum	\$ 8.98	GAL
2111343410	PURAMAX Non-Detergent 30	\$ 7.31	GAL
2111406410	PURAMAX Rockdrill 100	\$ 9.32	GAL
2111426410	PURAMAX Rockdrill 220	\$ 9.37	GAL
2111306510	PURAMAX TO-4 Fluid 10	\$ 9.01	GAL
2111346510	PURAMAX TO-4 Fluid 30	\$ 9.47	GAL
2111386510	PURAMAX TO-4 Fluid 50	\$ 9.63	GAL
1710265110	PURATECH Good Gear 80W90 LS	\$ 10.82	GAL
1710265130	PURATECH Good Gear 80W90 LS Drum	\$ 11.42	GAL
1710265141	PURATECH Good Gear 80W90 LS Keg	\$ 1.76	LB
1710265151	PURATECH Good Gear 80W90 LS Pail	\$ 1.77	LB
1711281010	PURAMAX Good Gear 85W140	\$ 10.98	GAL
1711281030	PURAMAX Good Gear 85W140 Drum	\$ 11.87	GAL
1711271042	PURAMAX Good Gear 85W140 Keg	\$ 1.91	LB
1711281051	PURAMAX Good Gear 85W140 Pail	\$ 1.80	LB
1313231010	PureSYN 75W90 LS	\$ 16.91	GAL
1313231030	PureSYN 75W90 LS Drum	\$ 17.79	GAL

Product Code	Product Description	Member	UOM
1313231042	PureSYN 75W90 LS Keg	\$ 2.77	LB
1313231051	PureSYN 75W90 LS Pail	\$ 2.65	LB
1313251010	PureSYN 75W140 LS	\$ 23.62	GAL
1313251030	PureSYN 75W140 LS Drum	\$ 24.51	GAL
1313251042	PureSYN 75W140 LS Keg	\$ 3.75	LB
1313251051	PureSYN 75W140 LS Pail	\$ 3.60	LB
1313271030	PureSYN 80W140 Drum	\$ 28.45	GAL
1313271042	PureSYN 80W140 Keg	\$ 5.69	LB
1313271051	PureSYN 80W140 Pail	\$ 5.69	LB
1711415210	PURAMAX Industrial EP 150	\$ 8.73	GAL
1711425210	PURAMAX Industrial EP 220	\$ 8.94	GAL
1711425230	PURAMAX Industrial EP 220 Drum	\$ 9.54	GAL
1810506631	PURATECH MP Lithium Grs#2 Drum	\$ 1.53	LB
1810506641	PURATECH MP Lithium Grs #2 Keg	\$ 1.68	LB
1810506651	PURATECH MP Lithium Grs#2 Pail	\$ 1.65	LB
1810506692	PURATECH MP Lithium Grs#2 Case	\$ 1.94	LB
1710506731	PURATECH Hi-Temp Grease #2 Drum	\$ 1.80	LB
1710506741	PURATECH Hi-Temp Grease #2 Keg	\$ 1.95	LB
1710506751	PURATECH Hi-Temp Grease #2 Pail	\$ 1.91	LB
1710506792	PURATECH Hi-Temp Grease #2 Case	\$ 2.21	LB
2111456310	PURAMAX PureCut Medium	\$ 7.70	GAL
1911617032	PURAMAX Gold Universal AF Drum	\$ 10.25	GAL
1911617072	PURAMAX Gold Universal AF 6X1G Case	\$ 11.25	GAL
1911627010	PURAMAX Gold Universal 50/50 AF	\$ 6.35	GAL
1911627032	PURAMAX Gold Universal 50/50 AF Drum	\$ 6.95	GAL
1911627060	PURAMAX Gold Universal 50/50 AF 6X1GCase	\$ 7.96	GAL
1911617132	PURAMAX Green AF Drum	\$ 10.25	GAL
1911617160	PURAMAX Green AF 6X1G Case	\$ 11.25	GAL
1911627132	PURAMAX Green AF 50/50 Drum	\$ 6.95	GAL
1911627160	PURAMAX Green AF 50/50 6X1G Case	\$ 7.96	GAL
1911617232	PURAMAX Red ELC Drum	\$ 10.25	GAL
1911627210	PURAMAX Red ELC 50/50	\$ 7.25	GAL
1911627232	PURAMAX Red ELC 50/50 Drum	\$ 7.85	GAL
1911627260	PURAMAX Red ELC 50/50 6X1G Case	\$ 8.86	GAL
2010591021	PURATECH DEF Tote - 330G	\$ 3.32	GAL
2010591032	PURATECH DEF Drum	\$ 4.73	GAL
2010591062	PURATECH DEF 3X1 Case	\$ 6.08	GAL
1012171010	PureGreen Supreme 10W30	\$ 6.88	GAL
1012171030	PureGreen Supreme 10W30 Drum	\$ 7.46	GAL
1012171071	PureGreen Supreme 10W30 12X1Q Case	\$ 10.21	GAL
1012141010	PureGreen Supreme 5W30	\$ 6.97	GAL
1012141030	PureGreen Supreme 5W30 Drum	\$ 7.46	GAL
1012141070	PureGreen Supreme 5W30 6X5Q Case	\$ 10.27	GAL
1012141071	PureGreen Supreme 5W30 12X1Q Case	\$ 10.38	GAL
1012131010	PureGreen Supreme 5W20	\$ 6.97	GAL
1012131030	PureGreen Supreme 5W20 Drum	\$ 7.46	GAL

Product Code	Product Description	Member	UOM
1012131071	PureGreen Supreme 5W20 12X1Q Case	\$ 10.30	GAL
1612512010	PureGreen MP ATF DIII/M	\$ 7.47	GAL
1612512030	PureGreen MP ATF DIII/M Drum	\$ 8.04	GAL
1612512071	PureGreen MP ATF DIII/M 12X1Q Case	\$ 10.34	GAL
1112191310	PureGreen Extra-Duty 15W40 CJ-4	\$ 7.40	GAL
1112191330	PureGreen Extra-Duty15W40 CJ-4 Drum	\$ 7.98	GAL
1112191350	PureGreen Extra-Duty 15W40 CJ-4 Pail	\$ 11.24	GAL
1112191370	PureGreen Extra-Duty15W40 CJ-4 6X5Q Case	\$ 11.26	GAL
1112191371	PureGreen Extra-Duty 15W40 CJ-4 12X1Q Case	\$ 11.37	GAL
1412191510	PureGreen GEO Plus 15W40	\$ 10.36	GAL
1412191530	PureGreen GEO Plus 15W40 Drum	\$ 11.02	GAL
2112301030	PureGreen Fleet 10 Drum	\$ 8.18	GAL
2112341030	PureGreen Fleet 30 Drum	\$ 8.79	GAL
2112341050	PureGreen Fleet 30 Pail	\$ 10.12	GAL
2112361010	PureGreen Fleet 40	\$ 8.46	GAL
2112361050	PureGreen Fleet 40 Pail	\$ 10.28	GAL
2112381030	PureGreen Fleet 50 Drum	\$ 9.12	GAL
2112356010	PureGreen Hydraulic AW32	\$ 6.80	GAL
2112356030	PureGreen Hydraulic AW32 Drum	\$ 8.12	GAL
2112376010	PureGreen Hydraulic AW46	\$ 6.80	GAL
2112376030	PureGreen Hydraulic AW46 Drum	\$ 8.12	GAL
2112376050	PureGreen Hydraulic AW46 Pail	\$ 9.18	GAL
2112396010	PureGreen Hydraulic AW68	\$ 6.80	GAL
2112396050	PureGreen Hydraulic AW68 Pail	\$ 9.25	GAL
2112473010	PureGreen UTF J20C	\$ 8.41	GAL
2112473030	PureGreen UTF J20C Drum	\$ 8.98	GAL
2112473050	PureGreen UTF J20C Pail	\$ 10.07	GAL
1313191330	PureSYN HD 15W40 CJ-4 Drum	\$ 14.41	GAL
SUS.MPGRS.5014.148	SUPER S EP-2 MOLY GREASE 50/14OZ	\$ 2.97	LB
2111371030	Heat Transfer Oil - Grade 46 Drum	\$ 9.59	GAL



# NORTH AMERICAN LUBRICANTS

Customer:	Mohave Solicitation 13i - Catalog Pricing
Salesperson:	Paul Pfauter ppfauter@nalube.com 480-624-5810
Effective Date:	1/26/2015
Counties	Mohave, Coconino, Navajo, Apache, Greenlee, Graham, Cochise, La Paz

Product Code	Product Description	Member	UOM
1010171010	PURATECH Supreme 10W30	\$ 7.26	GAL
1010171030	PURATECH Supreme 10W30 Drum	\$ 7.83	GAL
1210141010	PURATECH SYN-Blend 5W30	\$ 7.34	GAL
1210141030	PURATECH SYN-Blend 5W30 Drum	\$ 7.92	GAL
1210131010	PURATECH SYN-Blend 5W20	\$ 7.34	GAL
1210131030	PURATECH SYN-Blend 5W20 Drum	\$ 7.92	GAL
1316171010	PureSYN 10W30	\$ 10.45	GAL
1316171030	PureSYN 10W30 Drum	\$ 11.33	GAL
1316171072	PureSYN 10W30 6X1Q Case	\$ 12.76	GAL
1313141010	PureSYN 5W30 dexos1	\$ 10.67	GAL
1313141030	PureSYN 5W30 dexos1 Drum	\$ 11.54	GAL
1313141072	PureSYN 5W30 Dexos 6X1Q Case	\$ 12.98	GAL
1313131010	PureSYN 5W20	\$ 10.55	GAL
1313131030	PureSYN 5W20 Drum	\$ 11.41	GAL
1313131072	PureSYN 5W20 6X1Q Case	\$ 12.86	GAL
1313101010	PureSYN 0W20	\$ 10.67	GAL
1313101030	PureSYN 0W20 Drum	\$ 11.54	GAL
1313101072	PureSYN 0W20 6X1Q Case	\$ 12.98	GAL
1510171010	PURATECH Hi-Mile 10W30	\$ 8.82	GAL
1510171030	PURATECH Hi-Mile 10W30 Drum	\$ 9.67	GAL
1510141010	PURATECH Hi-Mile 5W30	\$ 9.01	GAL
1510141030	PURATECH Hi-Mile 5W30 Drum	\$ 9.86	GAL
1610512010	PURATECH Sure-Shift ATF DIII/M	\$ 7.85	GAL
1610512030	PURATECH Sure-Shift ATF DIII/M Drum	\$ 8.42	GAL
1610512110	PURATECH Multi-Vehicle ATF	\$ 10.90	GAL
1610512130	PURATECH Multi-Vehicle ATF Drum	\$ 11.75	GAL
1313512210	PureSYN Universal ATF	\$ 14.83	GAL
1313512230	PureSYN Universal ATF Drum	\$ 15.42	GAL
1313512272	PureSYN Universal ATF 6X1Q Case	\$ 15.17	GAL
1313383610	PureSYN Trans 50	\$ 15.00	GAL
1313383630	PureSYN Trans 50 Drum	\$ 15.88	GAL
1313383651	PureSYN Trans 50 Pail	\$ 2.37	LB
1313512372	PureSYN Dexron VI 6X1Q Case	\$ 15.31	GAL
1313511010	PureSYN HD ATF (TES 295)	\$ 14.73	GAL
1313511030	PureSYN HD ATF Drum	\$ 15.32	GAL
1313511050	PureSYN HD ATF Pail	\$ 15.78	GAL
1411191310	PURAMAX CleanFleet 15W40 CJ-4	\$ 7.78	GAL

Product Code	Product Description	Member	UOM
1411191330	PURAMAX CleanFleet 15W40 CJ-4 Drum	\$ 8.36	GAL
1411191351	PURAMAX CleanFleet 15W40 CJ-4 Pail	\$ 11.62	GAL
1011171310	PURAMAX CleanFleet 10W30 CJ-4	\$ 10.08	GAL
1313191310	PureSYN HD 15W40 CJ-4	\$ 11.18	GAL
2111303210	PURAMAX Fleet Hydraulic 10	\$ 7.80	GAL
2111303230	PURAMAX Fleet 10 Drum	\$ 8.38	GAL
2111343210	PURAMAX Fleet 30	\$ 8.39	GAL
2111343230	PURAMAX Fleet 30 Drum	\$ 8.97	GAL
2111363210	PURAMAX Fleet 40	\$ 8.64	GAL
2111383250	PURAMAX Fleet 50 Drum	\$ 9.29	GAL
2111361610	PURAMAX RREO 40 13TBN	\$ 9.84	GAL
2111361710	PURAMAX RREO 40 17TBN	\$ 10.43	GAL
2111356010	PURAMAX Hydraulic AW 32	\$ 7.18	GAL
2111356030	PURAMAX Hydraulic AW 32 Drum	\$ 8.50	GAL
2111356050	PURAMAX Hydraulic AW32 Pail	\$ 9.44	GAL
2111376010	PURAMAX Hydraulic AW 46	\$ 7.18	GAL
2111376062	PURAMAX Hydraulic AW 46 3X1G Case	\$ 9.52	GAL
2111376030	PURAMAX Hydraulic AW 46 Drum	\$ 8.50	GAL
2111376050	PURAMAX Hydraulic AW46 Pail	\$ 9.55	GAL
2111396010	PURAMAX Hydraulic AW 68	\$ 7.18	GAL
2111396030	PURAMAX Hydraulic AW 68 Drum	\$ 8.50	GAL
2111396050	PURAMAX Hydraulic AW68 Pail	\$ 9.63	GAL
2111361630	PURAMAX RREO 40 13TBN Drum	\$ 10.69	GAL
2111406010	PURAMAX Hydraulic AW 100	\$ 7.90	GAL
2111353310	PURAMAX R&O 32	\$ 7.20	GAL
2111356210	PURAMAX Premium 5000+ AW 32	\$ 7.90	GAL
2111376210	PURAMAX Premium 5000+ AW 46	\$ 8.05	GAL
2111396210	PURAMAX Premium 5000+ AW 68	\$ 8.12	GAL
2111473010	PURAMAX UTF J20C	\$ 8.45	GAL
2111473030	PURAMAX UTF J20C Drum	\$ 9.36	GAL
2111343410	PURAMAX Non-Detergent 30	\$ 7.69	GAL
2111406410	PURAMAX Rockdrill 100	\$ 9.71	GAL
2111426410	PURAMAX Rockdrill 220	\$ 9.76	GAL
2111306510	PURAMAX TO-4 Fluid 10	\$ 9.40	GAL
2111346510	PURAMAX TO-4 Fluid 30	\$ 9.86	GAL
2111386510	PURAMAX TO-4 Fluid 50	\$ 10.01	GAL
1710265110	PURATECH Good Gear 80W90 LS	\$ 11.21	GAL
1710265130	PURATECH Good Gear 80W90 LS Drum	\$ 11.82	GAL
1710265141	PURATECH Good Gear 80W90 LS Keg	\$ 1.81	LB
1710265151	PURATECH Good Gear 80W90 LS Pail	\$ 1.83	LB
1711281010	PURAMAX Good Gear 85W140	\$ 11.38	GAL
1711281030	PURAMAX Good Gear 85W140 Drum	\$ 12.27	GAL
1711271042	PURAMAX Good Gear 85W140 Keg	\$ 1.96	LB
1711281051	PURAMAX Good Gear 85W140 Pail	\$ 1.86	LB



Product Code	Product Description	Member	UOM
1313231010	PureSYN 75W90 LS	\$ 17.31	GAL
1313231030	PureSYN 75W90 LS Drum	\$ 18.19	GAL
1313231042	PureSYN 75W90 LS Keg	\$ 2.83	LB
1313231051	PureSYN 75W90 LS Pail	\$ 2.70	LB
1313251010	PureSYN 75W140 LS	\$ 24.01	GAL
1313251030	PureSYN 75W140 LS Drum	\$ 24.90	GAL
1313251042	PureSYN 75W140 LS Keg	\$ 3.81	LB
1313251051	PureSYN 75W140 LS Pail	\$ 3.66	LB
1313271030	PureSYN 80W140 Drum	\$ 28.85	GAL
1313271042	PureSYN 80W140 Keg	\$ 6.25	LB
1313271051	PureSYN 80W140 Pail	\$ 6.25	LB
1711415210	PURAMAX Industrial EP 150	\$ 9.13	GAL
1711425210	PURAMAX Industrial EP 220	\$ 9.33	GAL
1711425230	PURAMAX Industrial EP 220 Drum	\$ 9.94	GAL
1810506631	PURATECH MP Lithium Grs#2 Drum	\$ 1.59	LB
1810506641	PURATECH MP Lithium Grs #2 Keg	\$ 1.74	LB
1810506651	PURATECH MP Lithium Grs#2 Pail	\$ 1.70	LB
1810506692	PURATECH MP Lithium Grs#2 Case	\$ 1.99	LB
1710506731	PURATECH Hi-Temp Grease #2 Drum	\$ 1.86	LB
1710506741	PURATECH Hi-Temp Grease #2 Keg	\$ 2.01	LB
1710506751	PURATECH Hi-Temp Grease #2 Pail	\$ 1.96	LB
1710506792	PURATECH Hi-Temp Grease #2 Case	\$ 2.26	LB
2111456310	PURAMAX PureCut Medium	\$ 8.09	GAL
1911617032	PURAMAX Gold Universal AF Drum	\$ 10.65	GAL
1911617072	PURAMAX Gold Universal AF 6X1G Case	\$ 11.65	GAL
1911627010	PURAMAX Gold Universal 50/50 AF	\$ 6.75	GAL
1911627032	PURAMAX Gold Universal 50/50 AF Drum	\$ 7.34	GAL
1911627060	PURAMAX Gold Universal 50/50 AF 6X1GCase	\$ 8.35	GAL
1911617132	PURAMAX Green AF Drum	\$ 10.65	GAL
1911617160	PURAMAX Green AF 6X1G Case	\$ 11.65	GAL
1911627132	PURAMAX Green AF 50/50 Drum	\$ 7.34	GAL
1911627160	PURAMAX Green AF 50/50 6X1G Case	\$ 8.35	GAL
1911617232	PURAMAX Red ELC Drum	\$ 10.65	GAL
1911627210	PURAMAX Red ELC 50/50	\$ 7.65	GAL
1911627232	PURAMAX Red ELC 50/50 Drum	\$ 8.24	GAL
1911627260	PURAMAX Red ELC 50/50 6X1G Case	\$ 9.25	GAL
2010591021	PURATECH DEF Tote - 330G	\$ 3.68	GAL
2010591032	PURATECH DEF Drum	\$ 5.08	GAL
2010591062	PURATECH DEF 3X1 Case	\$ 6.48	GAL
1012171010	PureGreen Supreme 10W30	\$ 7.26	GAL
1012171030	PureGreen Supreme 10W30 Drum	\$ 7.83	GAL
1012171071	PureGreen Supreme 10W30 12X1Q Case	\$ 10.59	GAL
1012141010	PureGreen Supreme 5W30	\$ 7.34	GAL
1012141030	PureGreen Supreme 5W30 Drum	\$ 7.83	GAL

Product Code	Product Description	Member	UOM
1012141071	PureGreen Supreme 5W30 12X1Q Case	\$ 10.76	GAL
1012131010	PureGreen Supreme 5W20	\$ 7.34	GAL
1012131030	PureGreen Supreme 5W20 Drum	\$ 7.83	GAL
1012131071	PureGreen Supreme 5W20 12X1Q Case	\$ 10.68	GAL
1612512010	PureGreen MP ATF DIII/M	\$ 7.85	GAL
1612512030	PureGreen MP ATF DIII/M Drum	\$ 8.42	GAL
1612512071	PureGreen MP ATF DIII/M 12X1Q Case	\$ 10.72	GAL
1112191310	PureGreen Extra-Duty 15W40 CJ-4	\$ 7.78	GAL
1112191330	PureGreen Extra-Duty 15W40 CJ-4 Drum	\$ 8.36	GAL
1112191350	PureGreen Extra-Duty 15W40 CJ-4 Pail	\$ 11.62	GAL
1112191371	PureGreen Extra-Duty 15W40 CJ-4 12X1Q Case	\$ 11.75	GAL
1412191510	PureGreen GEO Plus 15W40	\$ 10.74	GAL
1412191530	PureGreen GEO Plus 15W40 Drum	\$ 11.07	GAL
2112301030	PureGreen Fleet 10 Drum	\$ 8.57	GAL
2112341030	PureGreen Fleet 30 Drum	\$ 9.18	GAL
2112341050	PureGreen Fleet 30 Pail	\$ 10.51	GAL
2112361010	PureGreen Fleet 40	\$ 8.84	GAL
2112361050	PureGreen Fleet 40 Pail	\$ 10.67	GAL
2112381030	PureGreen Fleet 50 Drum	\$ 9.50	GAL
2112356010	PureGreen Hydraulic AW32	\$ 7.18	GAL
2112356030	PureGreen Hydraulic AW32 Drum	\$ 8.50	GAL
2112376010	PureGreen Hydraulic AW46	\$ 7.18	GAL
2112376030	PureGreen Hydraulic AW46 Drum	\$ 8.50	GAL
2112376050	PureGreen Hydraulic AW46 Pail	\$ 9.55	GAL
2112396010	PureGreen Hydraulic AW68	\$ 7.18	GAL
2112396050	PureGreen Hydraulic AW68 Pail	\$ 9.63	GAL
2112473010	PureGreen UTF J20C	\$ 8.79	GAL
2112473030	PureGreen UTF J20C Drum	\$ 9.36	GAL
2112473050	PureGreen UTF J20C Pail	\$ 10.45	GAL
1313191330	PureSYN HD 15W40 CJ-4 Drum	\$ 14.80	GAL
SUS.MPGRS.5014.148	SUPER S EP-2 MOLY GREASE 50/14OZ	\$ 3.03	LB
2111371030	Heat Transfer Oil - Grade 46 Drum	\$ 9.99	GAL



# NORTH AMERICAN LUBRICANTS

Customer:	Mohave Solicitation 13i - Catalog Pricing
Salesperson:	Paul Pfauter ppfauter@nalube.com 480-624-5810
Effective Date:	1/26/2015
Counties	Yavapi and Yuma

Product Code	Product Description	Member	UOM
1010171010	PURATECH Supreme 10W30	\$ 7.07	GAL
1010171030	PURATECH Supreme 10W30 Drum	\$ 7.65	GAL
1210141010	PURATECH SYN-Blend 5W30	\$ 7.16	GAL
1210141030	PURATECH SYN-Blend 5W30 Drum	\$ 7.73	GAL
1210131010	PURATECH SYN-Blend 5W20	\$ 7.16	GAL
1210131030	PURATECH SYN-Blend 5W20 Drum	\$ 7.73	GAL
1316171010	PureSYN 10W30	\$ 10.26	GAL
1316171030	PureSYN 10W30 Drum	\$ 11.13	GAL
1316171072	PureSYN 10W30 6X1Q Case	\$ 12.57	GAL
1313141010	PureSYN 5W30 dexos1	\$ 10.48	GAL
1313141030	PureSYN 5W30 dexos1 Drum	\$ 11.34	GAL
1313141072	PureSYN 5W30 Dexos 6X1Q Case	\$ 12.79	GAL
1313131010	PureSYN 5W20	\$ 10.36	GAL
1313131030	PureSYN 5W20 Drum	\$ 11.22	GAL
1313131072	PureSYN 5W20 6X1Q Case	\$ 12.66	GAL
1313101010	PureSYN 0W20	\$ 10.48	GAL
1313101030	PureSYN 0W20 Drum	\$ 11.34	GAL
1313101072	PureSYN 0W20 6X1Q Case	\$ 12.79	GAL
1510171010	PURATECH Hi-Mile 10W30	\$ 8.63	GAL
1510171030	PURATECH Hi-Mile 10W30 Drum	\$ 9.48	GAL
1510141010	PURATECH Hi-Mile 5W30	\$ 8.82	GAL
1510141030	PURATECH Hi-Mile 5W30 Drum	\$ 9.68	GAL
1610512010	PURATECH Sure-Shift ATF DIII/M	\$ 7.66	GAL
1610512030	PURATECH Sure-Shift ATF DIII/M Drum	\$ 8.23	GAL
1610512110	PURATECH Multi-Vehicle ATF	\$ 10.71	GAL
1610512130	PURATECH Multi-Vehicle ATF Drum	\$ 11.56	GAL
1313512210	PureSYN Universal ATF	\$ 14.63	GAL
1313512230	PureSYN Universal ATF Drum	\$ 15.22	GAL
1313512272	PureSYN Universal ATF 6X1Q Case	\$ 14.98	GAL
1313383610	PureSYN Trans 50	\$ 14.81	GAL
1313383630	PureSYN Trans 50 Drum	\$ 15.68	GAL
1313383651	PureSYN Trans 50 Pail	\$ 2.34	LB
1313512372	PureSYN Dexron VI 6X1Q Case	\$ 15.12	GAL
1313511010	PureSYN HD ATF (TES 295)	\$ 14.54	GAL
1313511030	PureSYN HD ATF Drum	\$ 15.13	GAL
1313511050	PureSYN HD ATF Pail	\$ 15.58	GAL
1411191310	PURAMAX CleanFleet 15W40 CJ-4	\$ 7.59	GAL
1411191330	PURAMAX CleanFleet 15W40 CJ-4 Drum	\$ 8.17	GAL

Product Code	Product Description	Member	UOM
1411191351	PURAMAX CleanFleet 15W40 CJ-4 Pail	\$ 11.43	GAL
1011171310	PURAMAX CleanFleet 10W30 CJ-4	\$ 9.89	GAL
1313191310	PureSYN HD 15W40 CJ-4	\$ 10.98	GAL
2111303210	PURAMAX Fleet Hydraulic 10	\$ 7.61	GAL
2111303230	PURAMAX Fleet 10 Drum	\$ 8.19	GAL
2111343210	PURAMAX Fleet 30	\$ 8.20	GAL
2111343230	PURAMAX Fleet 30 Drum	\$ 8.78	GAL
2111363210	PURAMAX Fleet 50	\$ 8.45	GAL
2111383250	PURAMAX Fleet 50 Drum	\$ 9.10	GAL
2111361610	PURAMAX RREO 40 13TBN	\$ 9.65	GAL
2111361710	PURAMAX RREO 40 17TBN	\$ 10.24	GAL
2111356010	PURAMAX Hydraulic AW 32	\$ 6.99	GAL
2111356030	PURAMAX Hydraulic AW 32 Drum	\$ 8.31	GAL
2111356050	PURAMAX Hydraulic AW32 Pail	\$ 9.25	GAL
2111376010	PURAMAX Hydraulic AW 46	\$ 6.99	GAL
2111376062	PURAMAX Hydraulic AW 46 3X1G Case	\$ 9.33	GAL
2111376030	PURAMAX Hydraulic AW 46 Drum	\$ 8.31	GAL
2111376050	PURAMAX Hydraulic AW46 Pail	\$ 9.37	GAL
2111396010	PURAMAX Hydraulic AW 68	\$ 6.99	GAL
2111396030	PURAMAX Hydraulic AW 68 Drum	\$ 8.31	GAL
2111396050	PURAMAX Hydraulic AW68 Pail	\$ 9.44	GAL
2111361630	PURAMAX RREO 40 13TBN Drum	\$ 10.50	GAL
2111406010	PURAMAX Hydraulic AW 100	\$ 7.71	GAL
2111353310	PURAMAX R&O 32	\$ 7.01	GAL
2111356210	PURAMAX Premium 5000+ AW 32	\$ 7.71	GAL
2111376210	PURAMAX Premium 5000+ AW 46	\$ 7.86	GAL
2111396210	PURAMAX Premium 5000+ AW 68	\$ 7.93	GAL
2111473010	PURAMAX UTF J20C	\$ 8.26	GAL
2111473030	PURAMAX UTF J20C Drum	\$ 9.17	GAL
2111343410	PURAMAX Non-Detergent 30	\$ 7.50	GAL
2111406410	PURAMAX Rockdrill 100	\$ 9.51	GAL
2111426410	PURAMAX Rockdrill 220	\$ 9.57	GAL
2111306510	PURAMAX TO-4 Fluid 10	\$ 9.20	GAL
2111346510	PURAMAX TO-4 Fluid 30	\$ 9.66	GAL
2111386510	PURAMAX TO-4 Fluid 50	\$ 9.82	GAL
1710265110	PURATECH Good Gear 80W90 LS	\$ 11.02	GAL
1710265130	PURATECH Good Gear 80W90 LS Drum	\$ 11.62	GAL
1710265141	PURATECH Good Gear 80W90 LS Keg	\$ 1.78	LB
1710265151	PURATECH Good Gear 80W90 LS Pail	\$ 1.80	LB
1711281010	PURAMAX Good Gear 85W140	\$ 11.18	GAL
1711281030	PURAMAX Good Gear 85W140 Drum	\$ 12.07	GAL
1711271042	PURAMAX Good Gear 85W140 Keg	\$ 1.94	LB
1711281051	PURAMAX Good Gear 85W140 Pail	\$ 1.83	LB
1313231010	PureSYN 75W90 LS	\$ 17.11	GAL
1313231030	PureSYN 75W90 LS Drum	\$ 17.99	GAL
1313231042	PureSYN 75W90 LS Keg	\$ 2.80	LB

Product Code	Product Description	Member	UOM
1313231051	PureSYN 75W90 LS Pail	\$ 2.67	LB
1313251010	PureSYN 75W140 LS	\$ 23.81	GAL
1313251030	PureSYN 75W140 LS Drum	\$ 24.71	GAL
1313251042	PureSYN 75W140 LS Keg	\$ 3.78	LB
1313251051	PureSYN 75W140 LS Pail	\$ 3.63	LB
1313271030	PureSYN 80W140 Drum	\$ 28.85	GAL
1313271042	PureSYN 80W140 Keg	\$ 6.25	LB
1313271051	PureSYN 80W140 Pail	\$ 6.25	LB
1711415210	PURAMAX Industrial EP 150	\$ 8.93	GAL
1711425210	PURAMAX Industrial EP 220	\$ 9.14	GAL
1711425230	PURAMAX Industrial EP 220 Drum	\$ 9.57	GAL
1810506631	PURATECH MP Lithium Grs#2 Drum	\$ 1.56	LB
1810506641	PURATECH MP Lithium Grs #2 Keg	\$ 1.71	LB
1810506651	PURATECH MP Lithium Grs#2 Pail	\$ 1.67	LB
1810506692	PURATECH MP Lithium Grs#2 Case	\$ 1.96	LB
1710506731	PURATECH Hi-Temp Grease #2 Drum	\$ 1.83	LB
1710506741	PURATECH Hi-Temp Grease #2 Keg	\$ 1.98	LB
1710506751	PURATECH Hi-Temp Grease #2 Pail	\$ 1.94	LB
1710506792	PURATECH Hi-Temp Grease #2 Case	\$ 2.23	LB
2111456310	PURAMAX PureCut Medium	\$ 7.89	GAL
1911617032	PURAMAX Gold Universal AF Drum	\$ 10.45	GAL
1911617072	PURAMAX Gold Universal AF 6X1G Case	\$ 11.45	GAL
1911627010	PURAMAX Gold Universal 50/50 AF	\$ 6.55	GAL
1911627032	PURAMAX Gold Universal 50/50 AF Drum	\$ 7.15	GAL
1911627060	PURAMAX Gold Universal 50/50 AF 6X1GCase	\$ 8.15	GAL
1911617132	PURAMAX Green AF Drum	\$ 10.45	GAL
1911617160	PURAMAX Green AF 6X1G Case	\$ 11.45	GAL
1911627132	PURAMAX Green AF 50/50 Drum	\$ 7.15	GAL
1911627160	PURAMAX Green AF 50/50 6X1G Case	\$ 8.15	GAL
1911617232	PURAMAX Red ELC Drum	\$ 10.45	GAL
1911627210	PURAMAX Red ELC 50/50	\$ 7.45	GAL
1911627232	PURAMAX Red ELC 50/50 Drum	\$ 8.05	GAL
1911627260	PURAMAX Red ELC 50/50 6X1G Case	\$ 9.05	GAL
2010591021	PURATECH DEF Tote - 330G	\$ 3.48	GAL
2010591032	PURATECH DEF Drum	\$ 4.88	GAL
2010591062	PURATECH DEF 3X1 Case	\$ 6.28	GAL
1012171010	PureGreen Supreme 10W30	\$ 7.07	GAL
1012171030	PureGreen Supreme 10W30 Drum	\$ 7.65	GAL
1012171071	PureGreen Supreme 10W30 12X1Q Case	\$ 10.40	GAL
1012141010	PureGreen Supreme 5W30	\$ 7.16	GAL
1012141030	PureGreen Supreme 5W30 Drum	\$ 7.65	GAL
1012141071	PureGreen Supreme 5W30 12X1Q Case	\$ 10.57	GAL
1012131010	PureGreen Supreme 5W20	\$ 7.16	GAL
1012131030	PureGreen Supreme 5W20 Drum	\$ 7.65	GAL
1012131071	PureGreen Supreme 5W20 12X1Q Case	\$ 10.49	GAL
1612512010	PureGreen MP ATF DIII/M	\$ 7.66	GAL

Product Code	Product Description	Member	UOM
1612512030	PureGreen MP ATF DIII/M Drum	\$ 8.23	GAL
1612512071	PureGreen MP ATF DIII/M 12X1Q Case	\$ 10.53	GAL
1112191310	PureGreen Extra-Duty 15W40 CJ-4	\$ 7.59	GAL
1112191330	PureGreen Extra-Duty15W40 CJ-4 Drum	\$ 8.17	GAL
1112191350	PureGreen Extra-Duty 15W40 CJ-4 Pail	\$ 11.43	GAL
1112191371	PureGreen Extra-Duty 15W40 CJ-4 12X1Q Case	\$ 11.56	GAL
1412191510	PureGreen GEO Plus 15W40	\$ 10.55	GAL
1412191530	PureGreen GEO Plus 15W40 Drum	\$ 11.04	GAL
2112301030	PureGreen Fleet 10 Drum	\$ 8.38	GAL
2112341030	PureGreen Fleet 30 Drum	\$ 8.98	GAL
2112341050	PureGreen Fleet 30 Pail	\$ 10.31	GAL
2112361010	PureGreen Fleet 40	\$ 8.65	GAL
2112361050	PureGreen Fleet 40 Pail	\$ 10.47	GAL
2112381030	PureGreen Fleet 50 Drum	\$ 9.31	GAL
2112356010	PureGreen Hydraulic AW32	\$ 6.99	GAL
2112356030	PureGreen Hydraulic AW32 Drum	\$ 8.31	GAL
2112376010	PureGreen Hydraulic AW46	\$ 6.99	GAL
2112376030	PureGreen Hydraulic AW46 Drum	\$ 8.31	GAL
2112376050	PureGreen Hydraulic AW46 Pail	\$ 9.37	GAL
2112396010	PureGreen Hydraulic AW68	\$ 6.99	GAL
2112396050	PureGreen Hydraulic AW68 Pail	\$ 9.44	GAL
2112473010	PureGreen UTF J20C	\$ 8.60	GAL
2112473030	PureGreen UTF J20C Drum	\$ 9.17	GAL
2112473050	PureGreen UTF J20C Pail	\$ 10.26	GAL
1313191330	PureSYN HD 15W40 CJ-4 Drum	\$ 14.61	GAL
SUS.MPGRS.5014.148	SUPER S EP-2 MOLY GREASE 50/14OZ	\$ 3.00	LB
2111371030	Heat Transfer Oil - Grade 46 Drum	\$ 9.79	GAL

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
MOHAVE EDUCATIONAL SERVICES COOPERATIVE,  
CONTRACT NO. 13I-NAL-0701**

**EXHIBIT C**  
Scope of Work

**PROJECT**

The City of Glendale is securing a qualified vendor for the purchase of vehicle lubricants for the Public Works Department who is responsible for maintaining a diverse fleet of vehicles and equipment.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
MOHAVE EDUCATIONAL SERVICES COOPERATIVE,  
CONTRACT NO. 13I-NAL-0701**

**EXHIBIT D**

**METHOD AND AMOUNT OF COMPENSATION**

Method of payment and amount of compensation is provided in the Mohave Educational Services Cooperative, Contract No. 13I-NAL-0701.

**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 \$178,494 for the initial term, or \$375,000 for any and all renewal terms of the agreement.

**DETAILED PROJECT COMPENSATION**

Purchase of vehicle lubricants for the Public Works Department who is responsible for maintaining a diverse fleet of vehicles and equipment.





## Legislation Description

---

**File #: 15-658, Version: 1**

---

**AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH BENSON SECURITY SYSTEMS, INC., FOR SECURITY ALARM SYSTEM PURCHASE, INSTALLATION AND MAINTENANCE SERVICES**

Staff Contact: Jack Friedline, Director, Public Works

### **Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into an Agreement with Benson Security Systems, Inc., to provide security alarm system purchase, installation and maintenance services for the Public Works Department, in an amount not to exceed \$187,000 for the initial one year period, and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional four years, in one year increments, not to exceed \$535,000 for the entire term of the contract.

### **Background**

The Public Works Department is responsible for 85 fire and/or security alarm accounts at various city facilities, which are located over 55 square miles throughout the city. Many of these facilities are not staffed 24 hours a day, and are vacant over the weekend, holidays and evenings. Testing, maintenance and repair of these systems, which include security alarms, card access systems, fire alarm signaling systems and closed circuit television systems, ensure reliability and assists in maintaining a safe environment for citizens and employees.

A Request for Proposals (RFP 15-01) was issued on April 30, 2015, for security alarm system purchase, installation and maintenance. Four companies provided responses for this service. An evaluation committee comprised of staff from Materials Management, Police and Water reviewed the offers. Evaluation criteria in the review included specific technological experience and component certification, and the ability to provide service, cost and references. Benson Security Systems, Inc. offered the most responsive, responsible proposal.

### **Analysis**

This agreement will provide third-party fire and security alarm system installation, repair and maintenance service at various locations on City-owned proprietary systems. This agreement will allow the contractor to perform these services as needed, in an amount not to exceed \$187,000 annually.

In FY15 expenditures for routine testing, maintenance and repair of security and fire alarm systems and components throughout city facilities are estimated at \$87,000 and should remain consistent in FY16. An additional \$100,000 is estimated for new installation and/or improved systems throughout critical City facilities, such as Water Treatment Plants.

**Previous Related Council Action**

On September 24, 2013, Council increased the contract amount with Access Security Systems International, Inc. (ASSI), the previously awarded vendor, who provided security and fire alarm monitoring, testing, maintenance, repair and installation of new systems. The purpose for the increase was primarily to replace systems or hardware at the City's landfill and various Water Services locations.

On March 25, 2008, Council awarded RFP 07-47 for security and fire alarm monitoring, testing, maintenance, repair and installation of new systems to ASSI in an amount not to exceed \$115,588.37 for FY07-08 and \$70,100 annually, thereafter.

**Community Benefit/Public Involvement**

By ensuring routine maintenance is performed at proper intervals and repairs are addressed in a timely manner, the reliability of the numerous security alarm systems in city facilities will be enhanced. The potential for theft and/or fire damage of city facilities and property will be minimized, while ensuring life safety and protection of city resources through the use of these alarm systems.

**Budget and Financial Impacts**

Purchases made by city department buyers utilizing this agreement are charged against various budgeted accounts and managed by each department head. Funds for the purchase of security alarm system purchase, installation and maintenance services are available in the fiscal year 2015-16 operating budgets for the various city departments. The total expenditure with Benson Security Systems, Inc., for city-wide, multi-departmental purchase of security alarm system purchase, installation and maintenance services shall not exceed \$187,000 for the initial term of the agreement, and shall not exceed \$535,000 over the entire term of the agreement. The Finance department will monitor and manage expenditures with Benson Security Systems, Inc., to ensure compliance with the Council authorized expenditure limits.

<b>Cost</b>	<b>Fund-Department-Account</b>
\$187,000	Varies

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**AGREEMENT FOR**  
**Security Alarm System Purchase, Installation and Maintenance Services**  
**City of Glendale Solicitation No. RFP 15-01**

This Agreement for Security Alarm System Purchase, Installation and Maintenance Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Benson Security Systems, Inc., an Arizona corporation, authorized to do business in Arizona, (the "Contractor"), as of the \_\_\_\_ day of \_\_\_\_\_, 2015.

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 15-01 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

**AGREEMENT**

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

**1. Key Personnel; Sub-contractors.**

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
  - a. Project Manager.
    - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
    - (2) The City must approve the designated Project Manager; and
    - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
  - b. Project Team.
    - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
    - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
  - c. Discharge, Reassign, Replacement.
    - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

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

d. Sub-contractors.

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

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

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

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

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

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

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

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

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$187,000.00 annually or \$535,000 over the entire term of the contract, as specifically detailed in **Exhibit B** (the "Compensation").

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

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- 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. Immigration Law Compliance.**

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**10. Notices.**

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

10.2 Representatives.

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

Philip Farber, Senior Sales  
c/o 2065 W. Obispo Avenue  
Gilbert, AZ 85233

- 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 Ron Gouger  
6210 W. Myrtle, Suite 111  
Glendale, Arizona 85301  
623-930-2647

With required copy to:

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

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

- c. Concurrent Notices.

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

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

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

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

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

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

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

12.2 Interpretation.

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

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

(Signatures appear on the following page.)

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

City of Glendale,  
an Arizona municipal corporation

\_\_\_\_\_  
By: Richard A. Bowers  
Its: Acting City Manager

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Benson Security Systems, Inc.,  
an Arizona Corporation

\_\_\_\_\_  
By: McFall Kenney III  
Its: CFO and General Counsel

**EXHIBIT A**

**Security Alarm System Purchase, Installation and Maintenance Services**

**PROJECT**

Benson Alarm Systems, Inc., will provide security alarm systems, conduct installations and maintenance services to buildings, facilities and properties or locations owned or used by the City of Glendale, Arizona. This contract can be used by various City departments including, but not limited to Facilities, Field Operations, Fire, Police, Water Services and Landfill/Material Recovery Facility (MRF).



SOLICITATION ADDENDUM

CITY OF GLENDALE  
Materials Management  
5850 W. Glendale Avenue  
Suite 317  
Glendale, AZ 85301  
Phone: (623) 930-2866

Solicitation Number: RFP 15-01 Addendum No. 1 Page 1 of 4  
Solicitation Due Date: May 27, 2015 2:00 P.M. (Local Time)

RFP 15-01

SECURITY ALARM SYSTEM PURCHASE, INSTALLATION AND MAINTENANCE  
ADDENDUM NO. 1

As a result of the pre-proposal conference conducted on May 8, 2015, the following revisions have been made to Request for Proposal No. 15-01:

1. **BID DUE DATE AND TIME** has been changed to:

**May 27, 2015, 2:00 PM, Local Time**

2. **DELETE Section 1.3.4, Page 6, in its entirety and REPLACE WITH**

*"1.3.4 All technical staff assigned to the contract must have a valid Alarm Agent License with the State of Arizona."*

3. **DELETE Section 1.6.6, Page 8, in its entirety, and REPLACE WITH**

*"1.6.6 Any equipment, parts, materials and supplies purchased by the Contractor and used under this contract shall be billed to the City at discount percent off of Manufacturer's Suggested Retail Price (MSRP) or list price (see Revised Price Sheet). The Contractor shall submit a copy of the MSRP or list price for the equipment, parts, materials and supplies purchased when submitting an invoice to the City. The City shall use the MSRP or list price to cross-reference the Contractor's billing price."*

4. **ADD Section 1.11 to SPECIFICATIONS as follows:**

**"1.11 CONTRACTOR EMPLOYEE BACKGROUND CHECK**

A background check is required for all Contractor employees providing security alarm services for the City. The cost of the background checks shall be incurred by the City. No Contractor employee may access City property without approval of the Facilities Management Division (FMD)."

5. **ADD Section 1.12 to SPECIFICATIONS as follows:**

**"1.12. SECURITY ACCESS**



SOLICITATION ADDENDUM

CITY OF GLENDALE  
Materials Management  
5850 W. Glendale Avenue  
Suite 317  
Glendale, AZ 85301  
Phone: (623) 930-2866

Solicitation Number: RFP 15-01 Addendum No. 1 Page 2 of 4  
Solicitation Due Date: May 27, 2015 2:00 P.M. (Local Time)

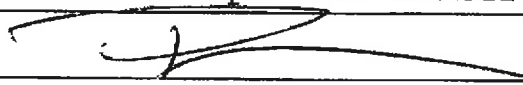
- 1.12.1 City facilities that utilize security systems will require Contractor Supervisor to sign for all access codes to security systems. Contractor employees will be given instructions on how to access the system.
- 1.12.2 Contractor will be provided card access badges at the discretion of the FMD.
- 1.12.3 The Contractor shall notify FMD within 24-hours if any card access badges are lost, misplaced, or stolen or otherwise not within the Contractor's control.
- 1.12.4 Once the contract is complete, expired or terminated, the Contractor shall immediately return all card access badges to FMD."

6. **DELETE** Section 5.0, PRICE SHEET, page 25, and **REPLACE WITH** Section 5.0, **REVISED PRICE SHEET**. (See pages below).


All other solicitation provisions, terms and conditions and scope of work shall remain the same. Offerors must acknowledge receipt and acceptance by returning this addendum with their proposal.

Name of Company: Benson Security Systems, Inc.

Address: 2065 W. Obispo Ave. Gilbert, AZ 85233

Authorized Signature: 

Print Name and Title: Philip Farber, Senior Sales

	<b>SOLICITATION ADDENDUM</b>		<b>CITY OF GLENDALE</b> Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-2866
	Solicitation Number: RFP 15-01	Addendum No. 1	
Solicitation Due Date: May 27, 2015 2:00 P.M. (Local Time)			

5.0

**REVISED PRICE SHEET**

All pricing shall include, but is not limited to, labor, equipment, tools, materials, supplies, travel expenses, shipping, licenses, fees, insurance, profit, and any other associated direct or indirect costs. **Sales tax shall not be included in the Unit Price.**

**PRICING PART A**


Item No.	Description	Percent Discount Off of MSRP or List Price
5.1	<b>Purchase of equipment, devices, components, materials, supplies and related software</b>  Percent Discount off of Manufacturer's Suggested Retail Price (MSRP) or List Price.....	   <u>25</u> %

Item No.	Description	Unit Price
<b>LABOR RATES</b> (See Section 1.2.2)		
5.2	Regular Hours Service.....	\$ <u>64.95</u> /Hour
5.3	Emergency Regular Hours Service.....	\$ <u>97.43</u> /Hour
5.4	After-Hours Service .....	\$ <u>97.43</u> /Hour
5.5	Training (See Section 1.3.10).....	\$ <u>64.95</u> /Hour

5.6 **TAX AMOUNT** Offeror should not include any use tax or federal tax in their bid price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration. Tax: 9.2 %

5.7 **DELIVERY** Offeror agrees that all orders shall be performed or delivered within 30 calendar days after receipt of Purchase Order or notification from the City.



 GLENDALE	<b>SOLICITATION ADDENDUM</b>		<b>CITY OF GLENDALE</b> Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-2866
	Solicitation Number: RFP 15-01	Addendum No. 1	
Solicitation Due Date: May 27, 2015 2:00 P.M. (Local Time)			

- 5.8 **PROCUREMENT CARD ORDERING CAPABILITY** Please check appropriate box.
- YES, I will accept payment under this contract with the Procurement Card.
- NO, I will not accept payment under this contract with the Procurement Card.

Company Name: Benson Security Systems, Inc.

**EXHIBIT B**

**Security Alarm System Purchase, Installation and Maintenance Services  
COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Method and payment terms are consistent with section 5 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 \$187,000.00 annually or \$535,000 for the entire term of the contract.

**DETAILED PROJECT COMPENSATION**

Security alarm system purchase, installation and maintenance.

## EXHIBIT C

### Security Alarm System Purchase, Installation and Maintenance Services

#### DISPUTE RESOLUTION

#### 1. Disputes.

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

#### 2. Arbitration.

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

- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

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

4. **Exceptions.**

- 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.



**EVALUATOR'S SCORE SHEET  
RFP 15-01**

**SECURITY ALARM SYSTEM PURCHASE, INSTALLATION AND MAINTENANCE**

EVALUATION CRITERIA	MAXIMUM POINTS	BENSON SECURITY SYSTEMS	CLIMATEC	STANLEY SECURITY	DH PACE COMPANY INC.
<b>FIRM AND PERSONNEL QUALIFICATIONS &amp; EXPERIENCE (30%)</b>					
<p>Offerors shall include their experience in providing similar products and services to government agencies, municipalities, schools, or medium and large companies.</p> <p>Offerors shall identify key personnel who will be assigned to this contract. Offerors should describe the key personnel's knowledge and experience in undertaking similar projects in the last five years. Resumes of key personnel shall be submitted with the offer.</p> <p>Offerors should describe the technical capabilities of their firm and their understanding and ability to comply with the technological requirements of this RFP.</p> <p>Offerors shall provide the following:            -Underwriters Lab Certified (UL) Listed Monitoring Station            -Location and physical address of monitoring service.            -List of corporate executives            -List of key employees assigned to the contract.            -Proof of Hirsch dealership            -Hirsch training cert for installers            -Hirsch training cert for Velocity software            -Documentation of a valid #L-67 Low Voltage Communications Systems license from AZ Registrar of Contractors.</p>		<p>Pros: Has local IT Lab (2000 square ft.. Has CAD. Has 28,000 card readers from Maricopa County. Serviced companies and organizations of similar size and scope of Glendale. Identified key personnel. Has good understanding of cameras/ fire alarms, dispatch system. Provided monitoring locations as required. UL certified. Authorized Hirsch dealer.</p> <p>Cons:</p>	<p>Pros: Similar experience with state of AZ, Maricopa County, Surprise, Univ of Phoenix, Coyote, etc. Single source supplier. Provided trained Key employees. UL certified. Authorized Hirsch dealer.</p> <p>Cons: General sales statements. Not specific to City of Glendale.</p>	<p>Pros: Good foundational IT background. 24/7 hotline with Eservice portal (webbased). Extensive list of key employees. UL certified. Authorized Hirsch dealer.</p> <p>Cons: Lack specifics as to what they did to other cities.</p>	<p>Pros: Large company since 1920s. Has 22 locations across the US. 1000 employees. 150,000 customer transactions. UL certified. Authorized Hirsch dealer.</p> <p>Cons: Lack details on IT capabilities.</p>
<b>CONSENSUS SCORE</b>	<b>300</b>	<b>290</b>	<b>263</b>	<b>253</b>	<b>223</b>

EVALUATION CRITERIA	MAXIMUM POINTS	BENSON SECURITY SYSTEMS	CLIMATEC	STANLEY SECURITY	DH PACE COMPANY INC.
<b>METHOD OF APPROACH (30%)</b>					
Offerors shall describe their understanding of the scope of work of this RFP. Offerors shall detail their method of handling the City's requirements for security alarm system purchase, installation, repair and maintenance. Offerors shall demonstrate their capabilities to perform the contract promptly and within the time and cost proposed to the City.		<p>Pros: Good understanding of City's requirements. Understands the critical need to protect the City with controls. Committed to provide experienced technicians. Has in-house CAD department. Currently has 10,000 customers. Has equipment and resources to perform City's requirements.</p> <p>Cons:</p>	<p>Pros: Has 24/7 help desk. Committed to fixing issues the first time. Has detailed project management experience.</p> <p>Cons: Very general information about the company. Lacks details on how they will specifically help Glendale.</p>	<p>Pros: Cited repeat customers in including City of Scottsdale, City of Tempe, etc. Has qualified techs.</p> <p>Cons: Lacks details on project plans and how they would perform work for Glendale.</p>	<p>Pros: Fully equipped staff to service calls and monitoring.</p> <p>Cons: General statements about capabilities but lack details from IT perspective. Lacks details on how they would perform work for Glendale.</p>
<b>CONSENSUS SCORE</b>	<b>300</b>	<b>292</b>	<b>255</b>	<b>238</b>	<b>197</b>
<b>REFERENCES (5%)</b>					
Offerors shall submit a minimum of three references from any governmental agency, municipality, schools or companies which the Offeror has provided similar scope of products and services within the last five years. References shall include the company name, contact person and title, telephone number, email address, dates of service, estimated cost and description of project(s).		<p>Pros: Provided references that were comparable in scope as Glendale.</p> <p>Cons:</p>	<p>Pros: Provided references that were comparable in size and scope as Glendale.</p> <p>Cons:</p>	<p>Pros: Rferences were comparable in scope as Glendale.</p> <p>Cons: References lacked detailed info such as contract scope and costs involved.</p>	<p>Pros:</p> <p>Cons: References were smaller in scope compared to Glendale. References lack detailed info such as scope of work and cost of project .</p>
<b>CONSENSUS SCORE</b>	<b>50</b>	<b>49</b>	<b>49</b>	<b>43</b>	<b>39</b>
<b>Cost (35%)</b>	<b>350</b>	<b>347</b>	<b>305</b>	<b>277</b>	<b>201</b>
<b>CONSENSUS SCORE</b>	<b>350</b>	<b>347</b>	<b>305</b>	<b>277</b>	<b>201</b>
<b>TOTAL SCORES</b>	<b>1000</b>	<b>978</b>	<b>872</b>	<b>812</b>	<b>660</b>

**AWARD DETERMINATION**

Award is recommended to **BENSON SECURITY SYSTEMS, INC.**

**BENSON SECURITY SYSTEMS, INC.** is deemed to be the responsible and responsive proposer whose proposal is determined to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation factors set forth in the Request for Proposal.

RFP 15-01

SECURITY ALARM SYSTEM PURCHASE, INSTALATION & MAINTENANCE



PRICE SHEET

Item No.	Description	BENSON SECURITY SYSTEMS	CLIMATEC	STANLEY SECURITY	DH PACE
		Percent%	Percent%	Percent%	Percent%
5.1	Percent Discount off of Manufacturer's Suggested Retail Price (MSRP) or List Price	25%	25%	20%	10%
Lowest Cost Proposal		25%			
Maximum Points Assigned		200			
Awarded Points (Proposal/Lowest Cost Proposal X Maximum Points)		200	200	160	80

Item No.	Description	Unit Price Per Hour	Unit Price Per Hour	Unit Price Per Hour	Unit Price Per Hour
		5.2	LABOR RATES: Regular Hours Service	\$64.95	\$85.00
Lowest Cost Proposal		\$64.95			
Maximum Points Assigned		50			
Awarded Points (Lowest Cost Proposal/Proposal X Maximum Points)		50	38	41	43

Item No.	Description	Unit Price Per Hour	Unit Price Per Hour	Unit Price Per Hour	Unit Price Per Hour
		5.3	LABOR RATES: Emergency Regular Hours Service	\$97.43	\$85.00
Lowest Cost Proposal		\$75.00			
Maximum Points Assigned		50			
Awarded Points (Lowest Cost Proposal/Proposal X Maximum Points)		38	44	31	50

Item No.	Description	Unit Price Per Hour	Unit Price Per Hour	Unit Price Per Hour	Unit Price Per Hour
		5.4	LABOR RATES: After Hours Service	\$97.43	\$127.50
Lowest Cost Proposal		\$97.43			
Maximum Points Assigned		25			
Awarded Points (Lowest Cost Proposal/Proposal X Maximum Points)		50	19	20	22

Item No.	Description	Unit Price Per Hour	Unit Price Per Hour	Unit Price Per Hour	Unit Price Per Hour
		5.5	LABOR RATES: Training	\$64.95	\$85.00
Lowest Cost Proposal		\$0.00			
Maximum Points Assigned		25			
Awarded Points		9	4	25	6

Total Awarded Points (Item Nos. 5.1 through 5.5)		347	305	277	201
--	--	-----	-----	-----	-----



## Legislation Description

---

**File #: 15-659, Version: 1**

---

### **AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH CITY WIDE PEST CONTROL, INC., FOR PEST CONTROL AND BEE REMOVAL SERVICES**

Staff Contact: Jack Friedline, Director, Public Works

#### **Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into an Agreement with City wide Pest Control, Inc., to provide pest control and bee removal services throughout city facilities, in an amount not to exceed \$46,395 for the initial one year period and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional four years, in one year increments, not to exceed \$231,975 for the entire term of the contract.

#### **Background**

Pest control management is provided throughout all City facilities to ensure a safe and non-infested work environment for city staff, as well as, the public who may seek city services in these facilities. Pest management and treatment for bed bug inspection and spraying service is also provided throughout the city's community housing locations and fire stations. Regularly scheduled service intervals reduce the potential for infestations and a reduction in service calls.

This agreement will also allow City wide Pest Control, Inc., to respond to bee removal service calls as needed. In FY15, it is estimated that, approximately 50 bee removal incidents occurred at various City facilities.

An Invitation for Bid (IFB 15-14) was issued on May 28, 2015, for pest control and bee removal services. Seven companies provided responses for pest control services and eight companies provided responses for bee removal service. An evaluation committee comprised of staff from Materials Management, Housing and Water Services reviewed the offers. City wide Pest Control, Inc., was determined to be the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bid.

#### **Analysis**

This agreement will provide citywide pest control and bee removal services throughout city facilities. This agreement will allow the contractor to service city facilities at regularly scheduled service intervals and respond to bee removal requests, in an amount not to exceed \$46,395.00, annually. This is for expenditure authority only and does not mean that the City will expend the full authorized amount with Citywide Pest Control, Inc.



**Community Benefit/Public Involvement**

Regularly scheduled service intervals reduce the potential for infestations in city facilities. The ability to provide on call bee removal services ensures employees and the public are provided a safe working environment.

**Budget and Financial Impacts**

Purchases made by city department buyers utilizing this agreement are charged against various budgeted accounts and managed by each department head. Funds for the purchase of pest control and bee removal services are available in the fiscal year 2015-16 operating budgets for the various city departments. The total expenditure with City wide Pest Control, Inc. for city-wide, multi-departmental purchase pest control and bee removal services shall not exceed \$46,395.00 for the remainder of the initial term of the agreement, and shall not exceed \$231,975.00 over the entire term of the agreement. The Finance department will monitor and manage expenditures with City wide Pest Control Inc., to ensure compliance with the Council authorized expenditure limits.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$ 46,395.00</b>	<b>Varies</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**AGREEMENT FOR**  
**Citywide Pest Control and Bee Removal Services**  
**City of Glendale Solicitation No. IFB 15-14**

This Agreement for citywide pest control and bee removal services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and City wide Pest Control, Inc., an Arizona corporation, authorized to do business in Arizona (the "Contractor"), as of the \_\_\_\_ day of \_\_\_\_\_, 2015.

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. IFB 15-14 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

**AGREEMENT**

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

**1. Key Personnel; Sub-contractors.**

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
  - a. Project Manager.
    - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
    - (2) The City must approve the designated Project Manager; and
    - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
  - b. Project Team.
    - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
    - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
  - c. Discharge, Reassign, Replacement.
    - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

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

d. Sub-contractors.

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

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

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

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

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

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

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

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

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$46,395.00 annually or \$231,975.00 for entire project, 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. Immigration Law Compliance.**

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**10. Notices.**

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



10.2 Representatives.

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

City Wide Pest Control, Inc.  
c/o Sue Ray, Assistant Manager  
22405 North 18th Drive  
Phoenix, AZ 85027

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

City of Glendale  
c/o Ron Gouger  
6210 W. Myrtle, Suite 111  
Glendale, Arizona 85301  
623-930-2647

With required copy to:

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

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

- c. Concurrent Notices.

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

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

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

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

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

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

the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

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

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (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 will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

(Signatures appear on the following page.)

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

City of Glendale,  
an Arizona municipal corporation

\_\_\_\_\_  
By: Richard A. Bowers  
Its: Acting City Manager

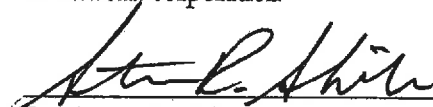
ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

City Wide Pest Control, Inc.,  
an Arizona corporation

  
\_\_\_\_\_  
By: Steven R. Skiba  
Its: President

**EXHIBIT A**

**Citywide Pest Control and Bee Removal Services**

**PROJECT**

**PROJECT**

In accordance with the terms and conditions of this Agreement, the City is agreeing to provide citywide pest control, termite treatment and bee removal services to buildings, facilities and properties or locations owned or used by the City of Glendale, Az. The resultant contract shall be used by various City department including, but not limited to Facilities, Field Operations, Community Housing, Fire, Police, Water Services, Landfill/Material Recovery Facility (MRF), Parks, Recreation and Neighborhood Services, and Transportation



SOLICITATION NUMBER: IFB 15-14

CITYWIDE PEST CONTROL AND BEE REMOVAL SERVICES

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

4.0

OFFER SHEET

CONDITIONAL ACCEPTANCE

INVITATION FOR BID NO. IFB 15-14
DESCRIPTION: CITYWIDE PEST CONTROL AND BEE REMOVAL SERVICES

- 1. This is to notify you that on \_\_\_\_\_, 2015, the Glendale City Council will be voting to award IFB 15-14 to your company CITY WIDE PEST CONTROL, INC.
2. Subject to City Council approval, this notification constitutes a conditional acceptance of your offer to provide the materials listed on the Price Sheet. All terms and conditions of the IFB shall apply.
3. The term of the proposal Agreement shall be a one (1) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for four (4) additional years in one (1) year increments based on satisfactory contract performance.
4. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is \_\_\_\_\_.
5. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
6. You are required to sign and return this Acceptance with this offer. Failure to furnish a signed a copy of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

OFFER

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer.

Contractor Name: CITY WIDE PEST CONTROL, INC. Contractor Signature: [Signature]
Company Address: 22405 N 18TH DRIVE Printed Name and Title: STEVEN R. SKIBA, PRESIDENT
PHOENIX, AZ 85027 Email Address: cwpc@earthlink.net
Company Federal I.D: 86-0701251 Telephone No.: 602-944-0099

ACCEPTANCE OF OFFER

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature:
Printed Name and Title: Richard A. Bowers, Acting City Manager
Date:



**SOLICITATION NUMBER: IFB 15-14**

**CITYWIDE PEST CONTROL AND  
BEE REMOVAL SERVICES**

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

**3.0 TERMS AND CONDITIONS**

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

**3.2 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All offers 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 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 Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

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

**3.4 PRICE** All prices quoted shall be firm and fixed for the specified contract period. The Contractor may submit a request for a rate increase a minimum of 90 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 rate increase adjustment, if approved, will be effective and executed via a contract amendment.

**3.5 DELIVERY** All deliveries shall be FOB Destination to the various City of Glendale locations.

**3.6 DELIVERY TIME** Service shall be performed in accordance with specifications.

	<b>SOLICITATION NUMBER: IFB 15-14</b>  <b>CITYWIDE PEST CONTROL AND BEE REMOVAL SERVICES</b>	<b>CITY OF GLENDALE</b> <b>Materials Management</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
---	--	---

- 3.7 **TERM OF AGREEMENT** The term of this agreement shall be for a one (1) year initial period.
- 3.8 **OPTION TO EXTEND** The City, may, at its option and upon mutual agreement with the Contractor, extend the term of this agreement for an additional four (4) years. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.
- 3.9 **CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.
- 3.10 **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.
- 3.11 **INSURANCE** The Contractor, performing as an independent Contractor hereunder, shall be fully responsible for providing Workers' Compensation or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.
- Contractor shall provide to the City a copy of the policy or a certification by the insurance carrier, showing the Contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.
- The insurance company issuing the policy required above shall have an AM Best financial rating of "A-" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. **The certificate and policy shall name the City as an additional insured and shall be primary and non-contributory coverage. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Consultant even if those limits are in excess of those required by this contract.**
- The City reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage.



SOLICITATION NUMBER: IFB 15-14

CITYWIDE PEST CONTROL AND BEE REMOVAL SERVICES

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

Contractor must provide certification of insurance compliance within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City.

Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

Table with 2 columns: Type of Insurance (Minimum) and Limits of Liability. Rows include Workers' Compensation, Employer's Liability (Each Accident, Disease-Each Employee, Disease-Policy Limit).

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

Table with 2 columns: Coverage Type and Limit. Rows include Each Occurrence, Personal and Advertising, General Aggregate, Products-Completed Operations.

Automobile Liability - Including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

Table with 2 columns: Coverage Type and Limit. Row: Combined Single Limit (CSL) \$1,000,000.

Professional Liability (Errors and Omissions) coverage shall apply to liability for a professional error, act or omission arising out of the scope of services as defined.

Table with 2 columns: Coverage Type and Limit. Rows: Per Claim \$1,000,000, Policy Aggregate \$2,000,000.

3.12 WORKERS' COMPENSATION Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.





SOLICITATION NUMBER: IFB 15-14

**CITYWIDE PEST CONTROL AND  
BEE REMOVAL SERVICES**

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

Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.

- 3.13 EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

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 Materials Management 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 (Section 5.0). In general, the order will be placed using a City Procurement Card.

- 3.14 CONTRACT CANCELLATION** The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

- 3.14.1 The Contractor provides personnel that do not meet the requirements of the contract.
- 3.14.2 The Contractor fails to perform adequately the services required in the contract.
- 3.14.3 The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.
- 3.14.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
- 3.14.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

- a. Cancel the contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;



**SOLICITATION NUMBER: IFB 15-14**

**CITYWIDE PEST CONTROL AND  
BEE REMOVAL SERVICES**

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

- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Contractor;
- d. In case of default, the City reserves the right to purchase materials or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
  - 1. Deduction from an unpaid balance;
  - 2. Any combination of the above or any other remedies as provided by law.

**3.15 WARRANTIES** Contractor warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the Contractor (including labor and materials) without additional cost to the City.

**3.16 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.

**EXHIBIT B**

**Citywide Pest Control and Bee Removal Services**

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Method and payment terms are consistent with section 5 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 during the entire term of the Project must not exceed \$ 46,395.00/annually or \$231,975.00 for the entire project.

**DETAILED PROJECT COMPENSATION**

Monthly pest control and bee removal services, as needed, for city facilities.

## EXHIBIT C

### Citywide Pest Control and Bee Removal Services

#### DISPUTE RESOLUTION

#### 1. Disputes.

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

#### 2. Arbitration.

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

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

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

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

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

4. **Exceptions.**

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

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

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



## BID TABULATION SHEET

**FINANCE DEPARTMENT/MATERIALS MANAGEMENT**  
**IRB NAME: CITYWIDE PEST CONTROL & BEE REMOVAL SERVICES**  
**IRB NO: 15-14**

**DATE: JULY 21, 2015**  
**CONTRACT ANALYST: Elmer Garcia**

CITY LOCATION	Approx Sq Ft	QTY (A)	Cost Per Square Foot (B)	Unit Price (C)	Total Price (A X B)	COST PER SQUARE FOOT (D)	Unit Price (E)	Total Price (A X E)	COST PER SQUARE FOOT (F)	Unit Price (G)	Total Price (A X G)	COST PER SQUARE FOOT (H)	Unit Price (I)	Total Price (A X I)	COST PER SQUARE FOOT (J)	Unit Price (K)	Total Price (A X K)	COST PER SQUARE FOOT (L)	Unit Price (M)	Total Price (A X M)	COST PER SQUARE FOOT (N)	Unit Price (O)	Total Price (A X O)	COST PER SQUARE FOOT (P)	Unit Price (Q)	Total Price (A X Q)
<b>LOCATION AND FREQUENCY MATRIX</b>																										
Geochile Municipal Office Complex	282346	1	\$0.09	\$26,842.14	\$26,842.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Public Safety Building & Detention	87399	1	\$0.09	\$7,906.41	\$7,906.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Geochile City Court	13888	1	\$0.09	\$1,250.92	\$1,250.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Public Safety/Court Complex	165000	1	\$0.09	\$14,850.00	\$14,850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Valencia Temple Library	15944	1	\$0.09	\$1,435.76	\$1,435.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>GROUP A</b>																										
<b>PEST BUSTERS EXTERMINATING</b>																										
<b>THE BEEKEEPER/TOTAL BEE CONTROL LLC</b>																										
<b>CITYWIDE PEST CONTROL</b>																										
<b>BIOCHEM EXTERMINATING</b>																										
<b>HOME SHIELD TERMITE &amp; PEST MIGHT</b>																										
<b>PROFICIENT PEST SPECIALISTS, LLC</b>																										
<b>AMBASSADOR PEST CONTROL</b>																										
<b>TERMINIX</b>																										

Foodville Public Safety Building	24234	1	\$0.09	\$2,181.24	\$2,181.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Boise Lane Recreation	4890	1	\$0.09	\$448.10	\$448.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Orcail Recreation Center	5200	1	\$0.09	\$468.00	\$468.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Community Center North	4093	1	\$0.09	\$368.37	\$368.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Emergency Offices	1840	1	\$0.09	\$165.00	\$165.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Spring City Building	7284	1	\$0.09	\$655.56	\$655.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Geochile Community Center	7470	1	\$0.09	\$672.30	\$672.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Sub-Total for City Locations</b>																										
<b>\$4,956.57</b>																										
Operational Center	160890	1	\$0.09	\$14,480.10	\$14,480.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bldg. O. Facilities Shop	21500	1	\$0.09	\$1,905.50	\$1,905.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Sub-Total for City Locations</b>																										
<b>\$16,385.60</b>																										







GOPHER CONTROL & REMOVAL SERVICES																						
Any City of Grandville Location	NA	1	NA	\$83.00	\$83.00	NA	\$0.00	NA	\$37.00	\$37.00	NA	\$55.00	\$55.00	NA	\$38.00	\$38.00	NA	\$85.00	\$85.00	NA	\$95.00	\$95.00
<b>Total Amount for Gopher Control &amp; Removal Services</b>							60.00		37.00			55.00			38.00			85.00			95.00	

TERMITE TREATMENT SERVICES																						
CITY LOCATION	Approx Linear Ft (A)	NA	20000	NA	\$2.25	\$45,000.00	NA	\$0.00	NA	\$0.00	NA	\$2.00	\$40,000.00	NA	\$2.00	\$40,000.00	NA	\$2.00	\$40,000.00	NA	\$2.25	\$45,000.00
<b>Total Amount for Termite Control Services</b>						\$45,000.00		\$0.00		\$0.00		\$40,000.00		\$40,000.00		\$40,000.00		\$40,000.00		\$40,000.00		\$45,000.00

<b>TOTAL AMOUNT (GROUP A)</b>						<b>\$185,529.26</b>		<b>\$0.00</b>		<b>\$45,644.40</b>		<b>\$60,314.25</b>		<b>\$54,103.18</b>		<b>\$52,856.96</b>		<b>\$72,139.00</b>		<b>\$161,414.87</b>
-------------------------------	--	--	--	--	--	---------------------	--	---------------	--	--------------------	--	--------------------	--	--------------------	--	--------------------	--	--------------------	--	---------------------

**GROUP B**

BEE REMOVAL SERVICES																							
Any City of Grandville Location (under 12 feet)	NA	6	NA	\$85.00	\$680.00	NA	\$55.00	\$522.00	NA	\$42.00	\$336.00	NA	\$45.00	\$360.00	NA	\$38.00	\$304.00	NA	\$70.00	\$560.00	NA	\$90.00	\$720.00
Any City of Grandville Location (Higher than 12 feet)	NA	6	NA	\$120.00	\$720.00	NA	\$175.00	\$1,050.00	NA	\$284.00	\$2,904.00	NA	\$175.00	\$1,050.00	NA	\$208.00	\$1,248.00	NA	\$200.00	\$1,200.00	NA	\$195.00	\$1,170.00
Emergency Bee Removal Services (within 1 hour)	NA	1	NA	\$198.00	\$198.00	NA	\$175.00	\$175.00	NA	\$65.00	\$65.00	NA	\$175.00	\$175.00	NA	\$88.00	\$88.00	NA	\$250.00	\$250.00	NA	\$385.00	\$385.00
Non-Emergency Bee Removal Services (after 6:00 PM)	NA	1	NA	\$198.00	\$198.00	NA	\$175.00	\$175.00	NA	\$55.00	\$55.00	NA	\$65.00	\$65.00	NA	\$88.00	\$88.00	NA	\$150.00	\$150.00	NA	\$195.00	\$195.00
<b>TOTAL AMOUNT FOR BEE REMOVAL SERVICES (GROUP B)</b>					<b>\$1,796.00</b>		<b>\$1,520.00</b>		<b>\$750.00</b>		<b>\$1,650.00</b>		<b>\$888.00</b>		<b>\$2,160.00</b>		<b>\$2,552.00</b>		<b>\$2,500.00</b>				

<b>GRAND TOTAL (GROUP A &amp; B)</b>					<b>\$187,325.26</b>		<b>\$1,520.00</b>		<b>\$46,394.40</b>		<b>\$61,964.25</b>		<b>\$54,991.18</b>		<b>\$55,016.96</b>		<b>\$74,691.00</b>		<b>\$163,914.87</b>
--------------------------------------	--	--	--	--	---------------------	--	-------------------	--	--------------------	--	--------------------	--	--------------------	--	--------------------	--	--------------------	--	---------------------

Group A Award is recommended to:	CITYWIDE PEST CONTROL, INC. (GROUP A)
Group B is recommended for multi-award to ensure adequate coverage of Bee Removal Services throughout the City:	CITYWIDE PEST CONTROL, INC. (GROUP B) HOME SHIELD TERMITE & PEST MANAGEMENT (GROUP B) THE BEKEEPER/TOTAL BEE CONTROL INC. (GROUP B)
CITYWIDE PEST CONTROL, INC., HOME SHIELD TERMITE & PEST MANAGEMENT and THE BEKEEPER/TOTAL BEE CONTROL, INC. are determined to be the lowest, responsive and responsive bidders whose bids conforms in all material respects to the requirements and criteria set forth in the Invitation for Bids.	

\*Group B was multi-awarded to the three lowest lowest bidders to ensure adequate citywide coverage for bee removal services.



## Legislation Description

---

**File #:** 15-667, **Version:** 1

---

### **EXPENDITURE AUTHORIZATION FOR ANNUAL AMORTIZED EQUIPMENT AND DISPATCH COSTS FOR FISCAL YEAR 2015-16 WITH THE CITY OF PHOENIX FOR COMPUTER AIDED DISPATCH SERVICES**

Staff Contact: Chris DeChant, Interim Fire Chief

Staff Presenting: Elio Pompa, Assistant Fire Chief

#### **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution approving the payment of the annual amortized equipment and dispatch costs for Fiscal Year (FY) 2015-16 pursuant to the Intergovernmental Agreement (IGA) with the City of Phoenix Fire Department for dispatching and communication services in an amount not to exceed \$1,233,375.72. This action will approve payment pursuant to the IGA.

#### **Background**

The current IGA with the City of Phoenix Fire Department has been in effect since July 2003. This IGA provides a centralized location for dispatch services, and technical services and maintenance for all of the fire department technical equipment located at the fire stations and inside the fire trucks. In accordance with the current IGA, the City of Phoenix revises Exhibit A on an annual basis. Exhibit A is revised due to fluctuations in costs. These costs are based on either increases or decreases in the number of dispatches, changes in technology costs, and equipment needs. The participating agencies are strongly suggested to revise Exhibit A annually upon receiving the revised fee schedule. The IGA allows/approves revisions to Exhibit A annually.

#### **Previous Related Council Action**

City Council approved the original IGA for regional dispatch services on October 14, 2003 (C-4942). City Council also approved the renewal of the Phoenix Regional Automatic Aid System Agreement on May 28, 2013.

#### **Community Benefit/Public Involvement**

The city and its citizens receive state-of-the-art dispatch and communications services without bearing the cost of maintaining and staffing a separate facility. Phoenix automated its dispatching services going from a manual process to using a Computer Aided Dispatch system (CAD). This technology afforded a reduced response time or the time it takes a unit to be dispatched and arrive on scene, which ultimately saves lives. Their state-of-the-art CAD system is customized to fit the Valley's needs, thereby ensuring the highest level of customer service at all times. Phoenix remains on the cutting edge not only with the CAD system but also with the radio, telephone equipment and enhancements.

By participating in Automatic Aid it erases jurisdictional boundaries for all participating agencies. This means that any time a call is received, the closest appropriate emergency response vehicle to the incident will be dispatched regardless of the location inside the dispatch area. This ensures first and foremost that the customer is receiving the highest level of care available in the shortest amount of time, and secondly, allows all participating agencies better use of their resources. Each participating agency must adhere to standard operating policies and procedures, which allows multiple agencies to work side-by-side on incidents under one Incident Command. This seamless cooperative effort ensures that the closest most appropriate resources are dispatched without a time or distance delay.

**Budget and Financial Impacts**

The FY 2015-16 total dispatch, technical and maintenance fees are \$1,233,375.72. The City of Phoenix will invoice Glendale on a quarterly basis in the amount of \$308,343.93. Items included in the annual costs for FY 2015-16 are defined in the attachment Exhibit A. Also, Southwest Ambulance will reimburse the city for the annual costs in the amount of \$29,279.78.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$1,180,541</b>	<b>1000-12433-518200, Fire Resource Management - Professional &amp; Contractual</b>
<b>\$29,279.78</b>	<b>1000-12491-518200, Ambulance Services -SWA</b>
<b>\$23,554.94</b>	<b>1000-12492-518200, Air-Med &amp; Logistics Ops (HALO) - Professional &amp; Contractual</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

RESOLUTION NO. 5021 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING PAYMENT OF THE ANNUAL AMORTIZED EQUIPMENT AND DISPATCH COSTS FOR FISCAL YEAR 2015-2016 PURSUANT TO INTERGOVERNMENTAL AGREEMENT NO. 106007 WITH THE CITY OF PHOENIX PERTAINING TO PARTICIPATION IN THE PHOENIX FIRE DEPARTMENT REGIONAL SERVICE SYSTEM IN ORDER TO MORE EFFECTIVELY PROVIDE EMERGENCY FIRE, MEDICAL AND OTHER SERVICES.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that payment of the annual amortized equipment and dispatch costs for FY 2015-2016 pursuant to Intergovernmental Agreement No. 106007 (Glendale Contract No. 5543) with the City of Phoenix pertaining to participation in the Phoenix Fire Department Regional Service System be authorized, all in accordance with the substituted Exhibit A, attached hereto.

SECTION 2. That the City Manager or designee be authorized and directed to execute and deliver said payment on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager  
iga\_phx\_dispatch costs

**Final**  
**07/01/2015**

**CITY OF PHOENIX FIRE DEPARTMENT  
REGIONAL DISPATCH CENTER PARTNERS  
COMPUTER AIDED DISPATCH CONSORTIUM  
ANNUAL AMORTIZED EQUIPMENT & DISPATCH COST ESTIMATES  
FISCAL YEAR 2015/2016  
EXHIBIT A  
INTERGOVERNMENTAL AGREEMENT  
106007  
JURISDICTION  
City of Glendale - FD**

**I. Dispatch Service Fee**

The Dispatch Service fee calculation is the dispatch rate multiplied by the total number of dispatches for the previous calendar year.

DISPATCH FEE	DISPATCH COUNT	DISPATCH SERVICE FEE TOTAL
\$23.12 - City of Glendale - FD	27,700	\$640,424.00
\$15.17 - City of Glendale - PMT	33	\$500.81
\$15.17 - City of Glendale - SWA - direct bill dispatch	23,730	\$0.00
\$15.17 - City of Glendale - BUV	1	\$15.17
\$15.17 - City of Glendale - HALO	181	\$2,745.77
\$15.17 - City of Glendale - Air Evac	1	\$15.17
<b>Dispatch Fee Total:</b>		<b>\$643,700.72</b>

**II. Technical Service Fee**

SYSTEM	\$ / Unit	# Units	Ext \$
FIRE STATION PACKAGE - City of Glendale - FD	\$6,622	10	\$66,220.00
TEMP FIRE STATION PACKAGE - City of Glendale - HALO	\$8,500	1	\$8,500.00
<b>FIRE STATION PACKAGE TOTALS:</b>		<b>11</b>	<b>\$74,720.00</b>
MCT/AVL - City of Glendale - FD	\$1,544	41	\$63,304.00
MCT/AVL - City of Glendale - SWA	\$1,544	6	\$9,264.00
MCT/AVL - City of Glendale - Luke AFB	\$1,544	7	\$10,808.00
MCT/AVL - City of Glendale - HALO	\$1,544	1	\$1,544.00
AIRMOBILE - City of Glendale - FD	\$800	1	\$800.00
WAN/LAN SYSTEM - City of Glendale - FD	\$4,400	1	\$4,400.00
WAN/LAN EQUIPMENT - City of Glendale - FD	\$2,295	1	\$2,295.00
<b>NON-FIRE STATION PACKAGE TOTALS:</b>		<b>58</b>	<b>\$92,416.00</b>
Additional PCMS Licenses	\$200	5	\$1,000.00
MCT Lite cell service City of Glendale - FD	\$480	2	\$960.00
CAD System Maintenance Fee	\$5.40	27,700	\$149,580.00
<b>TECHNICAL SERVICE FEE TOTAL:</b>			<b>\$318,675.00</b>

**III. General Maintenance Fees**

FIRE STATION PACKAGE MAINTENANCE			
EQUIPMENT BASE	\$ / Unit	# Units	Ext \$
City of Glendale - FD	\$7,500	10	\$75,000.00
City of Glendale - HALO	\$7,500	1	\$7,500.00
<b>FIRE STATION MAINTENANCE TOTAL:</b>			<b>\$82,500.00</b>
GENERAL MAINTENANCE FEE PER DEVICE (NON-FS PACK)			
EQUIPMENT BASE	\$ / Unit	# Units	Ext \$
City of Glendale - FD	\$3,250	44	\$143,000.00
City of Glendale - SWA	\$3,250	6	\$19,500.00
City of Glendale - Luke AFB	\$3,250	7	\$22,750.00
City of Glendale - HALO	\$3,250	1	\$3,250.00
<b>Non-FIRE STATION MAINTENANCE TOTAL:</b>			<b>\$188,500.00</b>
<b>GENERAL MAINTENANCE FEE TOTAL:</b>			<b>\$271,000.00</b>

**IV. Total Dispatch Service, Technical Service, and General Maintenance Fees**

The Dispatch Service, Technical Service, and General Maintenance fees for the City of Glendale - FD are \$1,233,375.72. The City of Phoenix will invoice the City of Glendale - FD on a quarterly basis in the amount of \$308,343.93.

**Final**  
**07/01/2015**

CITY OF PHOENIX FIRE DEPARTMENT  
REGIONAL DISPATCH CENTER PARTNERS  
COMPUTER AIDED DISPATCH CONSORTIUM  
ANNUAL AMORTIZED EQUIPMENT & DISPATCH COST ESTIMATES  
FISCAL YEAR 2015/2016  
EXHIBIT A  
INTERGOVERNMENTAL AGREEMENT  
106007  
JURISDICTION  
City of Glendale - Luke AFB (subset)

**I. Dispatch Service Fee**

The Dispatch Service fee calculation is the dispatch rate multiplied by the total number of dispatches for the previous calendar year.

DISPATCH FEE	DISPATCH COUNT	DISPATCH SERVICE FEE TOTAL
<b>Dispatch Fee Total:</b>		<b>\$0.00</b>

**II. Technical Service Fee**

SYSTEM	\$ / Unit	# Units	Ext \$
MCT/AVL - City of Glendale - Luke AFB	\$1,544	7	\$10,808.00
<b>NON-FIRE STATION PACKAGE TOTALS:</b>			<b>7</b>
<b>TECHNICAL SERVICE FEE TOTAL:</b>			<b>\$10,808.00</b>

**III. General Maintenance Fee**

FIRE STATION PACKAGE MAINTENANCE			
EQUIPMENT BASE	\$ / Unit	# Units	Ext \$
<b>FIRE STATION MAINTENANCE TOTAL:</b>			<b>\$0.00</b>
GENERAL MAINTENANCE FEE PER DEVICE (NON-FS PACK)			
EQUIPMENT BASE	\$ / Unit	# Units	Ext \$
City of Glendale - Luke AFB	\$3,250	7	\$22,750.00
<b>Non-FIRE STATION MAINTENANCE TOTAL:</b>			<b>\$22,750.00</b>
<b>GENERAL MAINTENANCE FEE TOTAL:</b>			<b>\$22,750.00</b>

**IV. Total Dispatch Service, Technical Service, and General Maintenance Fees**

The Dispatch Service, Technical Service, and General Maintenance fees for the City of Glendale - Luke AFB (subset) are \$33,558.00.

**Final**  
**07/01/2015**

CITY OF PHOENIX FIRE DEPARTMENT  
REGIONAL DISPATCH CENTER PARTNERS  
COMPUTER AIDED DISPATCH CONSORTIUM  
ANNUAL AMORTIZED EQUIPMENT & DISPATCH COST ESTIMATES  
FISCAL YEAR 2015/2016  
EXHIBIT A  
INTERGOVERNMENTAL AGREEMENT  
106007  
JURISDICTION  
City of Glendale - FD - Private Ambulances (subset)

**I. Dispatch Service Fee**

The Dispatch Service fee calculation is the dispatch rate multiplied by the total number of dispatches for the previous calendar year.

DISPATCH FEE	DISPATCH COUNT	DISPATCH SERVICE FEE TOTAL
\$15.17 - City of Glendale - PMT	33	\$500.61
\$15.17 - City of Glendale - SWA - direct bill dispatch	23,730	\$0.00
\$15.17 - City of Glendale - BUV	1	\$15.17
<b>Dispatch Fee Total:</b>		<b>\$515.78</b>

**II. Technical Service Fee**

SYSTEM	\$ / Unit	# Units	Ext \$
MCT/AVL - City of Glendale - SWA	\$1,544	6	\$9,264.00
<b>NON-FIRE STATION PACKAGE TOTALS:</b>			<b>6</b>
			<b>\$9,264.00</b>
<b>TECHNICAL SERVICE FEE TOTAL:</b>			<b>\$9,264.00</b>

**III. General Maintenance Fee**

FIRE STATION PACKAGE MAINTENANCE			
EQUIPMENT BASE	\$ / Unit	# Units	Ext \$
<b>FIRE STATION MAINTENANCE TOTAL:</b>			<b>\$0.00</b>
GENERAL MAINTENANCE FEE PER DEVICE (NON-FS PACK)			
EQUIPMENT BASE	\$ / Unit	# Units	Ext \$
City of Glendale - SWA	\$3,250	6	\$19,500.00
<b>Non-FIRE STATION MAINTENANCE TOTAL:</b>			<b>\$19,500.00</b>
<b>GENERAL MAINTENANCE FEE TOTAL:</b>			<b>\$19,500.00</b>

**IV. Total Dispatch Service, Technical Service, and General Maintenance Fees**

The Dispatch Service, Technical Service, and General Maintenance fees for the City of Glendale - FD - Private Ambulances (subset) are \$29,279.78.



**Final**  
**07/01/2015**

CITY OF PHOENIX FIRE DEPARTMENT  
REGIONAL DISPATCH CENTER PARTNERS  
COMPUTER AIDED DISPATCH CONSORTIUM  
ANNUAL AMORTIZED EQUIPMENT & DISPATCH COST ESTIMATES  
FISCAL YEAR 2015/2016  
EXHIBIT A  
INTERGOVERNMENTAL AGREEMENT  
106007  
JURISDICTION  
City of Glendale - FD - Helicopters (subset)

**I. Dispatch Service Fee**

The Dispatch Service fee calculation is the dispatch rate multiplied by the total number of dispatches for the previous calendar year.

DISPATCH FEE	DISPATCH COUNT	DISPATCH SERVICE FEE TOTAL
\$15.17 - City of Glendale - HALO	181	\$2,745.77
\$15.17 - City of Glendale - Air Evac	1	\$15.17
<b>Dispatch Fee Total:</b>		<b>\$2,760.94</b>

**II. Technical Service Fee**

SYSTEM	\$ / Unit	# Units	Ext \$
TEMP FIRE STATION PACKAGE - City of Glendale - HALO	\$8,500	1	\$8,500.00
<b>FIRE STATION PACKAGE TOTALS:</b>			<b>1</b>
MCT/AVL - City of Glendale - HALO	\$1,544	1	\$1,544.00
<b>NON-FIRE STATION PACKAGE TOTALS:</b>			<b>1</b>
<b>TECHNICAL SERVICE FEE TOTAL:</b>			<b>\$10,044.00</b>

**III. General Maintenance Fee**

FIRE STATION PACKAGE MAINTENANCE			
EQUIPMENT BASE	\$ / Unit	# Units	Ext \$
City of Glendale - HALO	\$7,500	1	\$7,500.00
<b>FIRE STATION MAINTENANCE TOTAL:</b>			<b>\$7,500.00</b>
GENERAL MAINTENANCE FEE PER DEVICE (NON-FS PACK)			
EQUIPMENT BASE	\$ / Unit	# Units	Ext \$
City of Glendale - HALO	\$3,250	1	\$3,250.00
<b>Non-FIRE STATION MAINTENANCE TOTAL:</b>			<b>\$3,250.00</b>
<b>GENERAL MAINTENANCE FEE TOTAL:</b>			<b>\$10,750.00</b>

**IV. Total Dispatch Service, Technical Service, and General Maintenance Fees**

The Dispatch Service, Technical Service, and General Maintenance fees for the City of Glendale - FD - Helicopters (subset) are \$23,554.94.

Unit	Unit Cost	Annual Cost	Description
Airmobile server	\$3,500 + tax	\$800/annual per airmobile	Airmobile server is a fire station-based server that provides wireless updates to the MCT units. Unit cost: to purchase the server Annual cost: creates replacement fund to replace the unit at the end of life - 4 years.
CAD System Maintenance Fee		\$5.40/per fire dispatch	A fee charged per fire dispatch that goes to a trust account to help fund replacing the current CAD server / software application.
Dispatch Service Fee		\$23.37 Fire Dispatch \$23.37 Intercity Dispatch \$15.69 Ambo/Helo Dispatch	A fee charged per dispatch to help cover Alarm Room operating costs. The are three (3) rates: 1. Fire Dispatch: fee charge for each fire dispatch 2. Intercity Dispatch: fee charge for each Intercity ambulance dispatch (not dispatched with Fire unit) 3. Ambo/Helo Dispatch: fee charge for each ambulance or helicopter dispatch. CAD partners that provide ambulance services within their own borders and are dispatched with a Fire unit are not charged this fee.  City of Phoenix Audit Department conducted a study and determined the cost to dispatch an ambulance is 64% the cost to dispatch a fire unit.
Fire Station Package (purchase)	\$60,586 + tax Estimate - dependent on actual station installation costs	\$8,622/annual per FS package	A station alerting system is used to forward dispatch calls to and within the fire station. This version is a "permanent" installation and not designed to be moved between locations. Unit cost: to purchase a FS package Annual cost: creates replacement fund to replace the unit at end of life - 10 years.
Fire Station Package (Temporary lease)		\$8,500/annual per FS package	A station alerting system is used to forward dispatch calls to and within the fire station. This version is a "temporary" installation and is designed to be moved between locations or for a short term lease.
General Maintenance Fee - Fire Station Package		\$7,500/per FS package	A fee that covers the cost for the USDD station package extended warranty (break and fix, replacement of dead parts, system upgrades) and support staff costs. This is solely for the USDD station package units (permanent and temporary).
General Maintenance Fee - Per Device (Non-FS Pack - non-MCT Lite)		\$3,250/annual per item	A fee that covers the cost for non-USDD station package devices (MCT, AirMobile, WAN/LAN equipment) extended warranty (break and fix, replacement of dead parts, system upgrades) and support staff costs.
MCT/AVL	\$7,100 + tax	\$1,544/annual per MCT/AVL	Mobile Computer Terminal (MCT) - Panasonic Toughbooks ruggedized wireless computer. Automatic Vehicle Locator (AVL) - reverse GPS system - sends location of vehicles back to Alarm Room to determine location of nearest available vehicle for an incident.  Unit cost: to purchase an MCT/AVL unit. Annual cost: creates replacement fund to replace unit at end of life - 5 years.

MCT Lite	Current price (between \$300 - \$1000)		<p>MCT Lite is a non-ruggedized netbook computer. This is for staff that wants access to MCT data but don't require a ruggedized laptop (the Panasonic Toughbooks unit). There is no annual support fee other than the annual wireless connection fee. If the unit is damaged or lost, a new unit must be purchased by the CAD partner.</p> <p>Unit cost: to purchase an MCTLite netbook.</p> <p>Vendors are discontinuing this device and future availability of this service is unknown.</p>
MCT Lite Wireless Connection		\$480/annual per connection	<p>MCT Lite is not covered under the General Maintenance Fee. The MCT Lite Wireless Connection fee recovers the annual wireless fee for these units.</p>
PCMSS & PREMISE Manager Additional Licenses		\$200/annual per extra license	<p>PCMSS is a software package to access the CAD system to see: incident history, fire hydrant locations, unit status, etc. Cost is for maintenance upgrades and tech support.</p> <p>Premise Manager is software that allows users to attach documents (floor plans, access information, MSDS info, etc) to a parcel location accessible on the MCT. Cost is for maintenance upgrades and tech support.</p> <p>Per CAD-IGA, each CAD partner receives one (1) PCMSS license for each fire station, one (1) PCMSS license for each battalion office and one (1) administrative license. Additional licenses are charged at \$200/license (for additional workstations).</p> <p>Each SWA/PMT station package will count as a credit against the City license count.</p>
Portable Radio 800 MHz - Motorola APX7500	\$6,956.40 + tax	<p>\$1,848/convert</p> <p>\$1,294/Interop</p> <p>\$925/Loan Fee</p>	<p>800 MHz Portable Radio provided by the City of Phoenix.</p> <p>Unit cost: to purchase the radio.</p> <p>Annual cost: creates replacement fund to replace unit at end of life - 5 years.</p> <p>There are different annuals costs:</p> <p>a. \$1848 - A City of Phoenix Radio is leased to a CAD partner with an annual fee of \$554 for the RWC. CAD partner is not a RWC member. Phoenix collects the RWC fee and forwards it to the RWC.</p> <p>b. \$1294 - A City of Phoenix Radio is leased to a CAD partner who is an RWC member. The RWC directly bills the CAD partner \$554 for each radio they use.</p> <p>c. \$925 - The fee to use a City of Phoenix Radio temporarily.</p>
WAN/LAN System		\$4,400/annual per connection	<p>Wide Area Network (WAN) / Local Area Network (LAN) System - This is a network connection between the City of Phoenix facility and the CAD partner. Most CAD partners have a single WAN/LAN System link between Phoenix and the partner, with the partner having their own internal computer network.</p> <p>Annual cost: annual telecommunications cost for this link (Century Link, Cox, etc).</p>
WAN/LAN Equipment	\$10,500 + tax	\$2,295.30/annual per WAN/LAN system	<p>Wide Area Network (WAN) / Local Area Network (LAN) Equipment are the network components (switch, router) installed in the fire stations.</p> <p>Unit cost: to purchase the network switch and router</p> <p>Annual cost: creates replacement fund to replace equipment at end of life - 5 years.</p>

106007

**INTERGOVERNMENTAL AGREEMENT  
FOR THE  
PHOENIX FIRE DEPARTMENT  
REGIONAL DISPATCH SYSTEM**

THIS AGREEMENT is made and entered into this 1st of July 2003, by and between the **CITY OF PHOENIX**, hereinafter referred to as "**Phoenix**" and the participating agencies of the **PHOENIX FIRE DEPARTMENT REGIONAL DISPATCH SYSTEM ("System")**, hereinafter referred to as "**Members**" and listed in Appendix "A", of this Intergovernmental Agreement, Titled "**PHOENIX FIRE DEPARTMENT REGIONAL DISPATCH SYSTEM MEMBER AGENCIES**".

WHEREAS, agreements for mutual assistance and intergovernmental cooperation in public safety areas, including operations and management of fire and police or the public safety related agencies have existed between municipalities and governmental jurisdictions; and

WHEREAS, it is the desire of the municipalities, governmental jurisdictions, agencies and Fire Districts participating in this intergovernmental agreement, to work together for mutual benefit of our communities, the public and our personnel; and

WHEREAS, Members desire to participate in the Phoenix Fire Department regional Dispatch System in order to more effectively provide emergency fire, medical and other services; and

WHEREAS, Phoenix desires the participation of Members in the System to more effectively provide emergency fire, medical and other services,

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, it is agreed by the parties as follows:

## **I. Dispatch Service**

A. Members agree to pay Phoenix an annual fee, each fiscal year, for basic dispatch services based on the total number of dispatches for the previous calendar year as delineated in Exhibit "A" of this agreement.

B. As a condition of participation, Members agree to conform to Phoenix Fire Department Communication and Incident Management Procedures (PFD Procedures, Vol. II).

## **II. Technical Service**

A. Members agree to pay Phoenix a Technical Service Fee each fiscal year, consisting of a specific Maintenance portion and a General Maintenance portion.

1. The specific Maintenance portion of the Technical Services Fee is associated with parts and materials for each specific piece of equipment, as delineated in Exhibit "A" of this Agreement.

2. The General Maintenance portion of the Technical Services Fee offsets costs associated with the general maintenance of that equipment and is based on a per unit charge for each piece of equipment in the Equipment Base.

## **III. Total Charges**

A. Exhibit "A" of this agreement, titled "Fees and Charges", lists the total Dispatch and Technical Service Fees for Members. Phoenix will invoice Members annually in accordance with the schedule contained in Exhibit "A". Exhibit "A" will be revised annually, and will become effective on July 1<sup>st</sup> of each year.

B. In addition to payments described in Subsection A, above, certain other fees associated with the expansion of the **PHOENIX REGIONAL WIRELESS NETWORK (PRWN)** may be applicable, and, if so, will be listed in Exhibit "B".

## **IV. Other Items**

A. Phoenix will provide equipment for additional fire stations or apparatus as required. All new additions to Member's Equipment Base require written notice by October 1<sup>st</sup>, of the calendar year preceding the fiscal year that the station or apparatus are placed in service. An initial technology investment fee will be charged in accordance with the schedule contained in Exhibit "A"

of this agreement. This fee will cover the installation hardware and all associated equipment.

During the course of this agreement, the underlying technology supporting systems and equipment covered by this agreement may become obsolete. In the case of technology obsolescence, evolution to a newer technology generation will be the subject of addenda to this agreement.

B. If Members desire to purchase equipment outside the process above, Members will be assessed a fee equal to 50% of the cost of the initial technology investment for such equipment. Such equipment purchases by Members must comply with the following restrictions:

1. Equipment must be certified by Phoenix to ensure that it is compatible with existing Phoenix systems and infrastructure
2. Members must also purchase a minimum of 10% replacement units and a full allocation of the manufacturers recommended spare parts and provide them to Phoenix
3. Members must provide for any training required to enable Phoenix maintenance personnel to support the equipment
4. Members will be responsible for any costs associated with implementing such equipment on existing or future Phoenix systems or infrastructure

C. Other communication equipment, including but not limited to, apparatus radios, portable radios and infrastructure which may be necessary for Member's units to function within the Regional Dispatch system, but are not defined within this agreement, are the sole responsibility of the Member. Purchase and maintenance of such equipment may be facilitated through the auspices of the City of Phoenix Information Technology Department.

D. Costs associated with utility company circuits, connections, and monthly services shall be borne by Members.

E. Dispatch equipment covered under this agreement that is damaged or rendered unserviceable by Phoenix through improper repair or neglect shall be repaired/replaced at no cost to Members.

F. Dispatch Equipment covered under this agreement that is damaged through abuse or misuse by Members will be repaired/replaced by Phoenix at an additional cost to Members. Full costs for such repair/replacement will be borne by Members at a rate determined by Phoenix.

G. Members shall not, without the prior written consent of Phoenix and the system hardware/software providers, copy or reproduce the hardware, software or firmware used within the system, in whole or in part. Furthermore, Members shall not make such items available to others without the same consent.

H. Phoenix agrees to provide management information reports to Members that are consistent with Phoenix Fire Department reporting. Costs associated with special information services/reports requested by Members shall be borne by Members.

I. It is agreed that in the event that the ongoing nature of this agreement is discontinued, all devices and related equipment not originally purchased by Members, shall be returned as the sole property of Phoenix. Furthermore, Phoenix will not be obligated to reimburse monies already collected as a function of this agreement.

J. Phoenix will advise Members of total fees and charges for the coming fiscal year no later than the last day of February of the current year. The new Appendix "B" will be provided no later than the last day of May of the current year.

K. Phoenix agrees to install and maintain Members' geographic database, necessary for processing dispatches in a timely manner. Members agree to provide all geographic database information including timely updates, through their own initiative.

L. Liability, occurring as a result of services provided through this agreement, shall be shared by the parties in proportion to the degree of fault.

M. Members may discontinue membership in the System at any time prior to April 1<sup>st</sup> of any calendar year by providing written notice thereof to the Phoenix Fire Chief. Termination pursuant to said notice shall be effective on July 1st of that year. However, Phoenix may terminate this Agreement at any time prior to April 1<sup>st</sup> of any calendar year by providing written notice thereof to the Members Fire Chief. Phoenix's termination pursuant to said notice shall be only for cause and provided Member, after reasonable notice, has failed to cure its default. Phoenix's termination shall be effective on July 1st of the calendar year that notice is given.

The parties hereto acknowledge that this Agreement is subject to termination by Phoenix and Members, pursuant to the provisions of A.R.S. § 38-511. Termination of this Agreement will, at the same time, render all Automatic Aid Agreements with Members of the system null and void.

For purposes of satisfying ARS 9-461.12c, as relates to the notification of intent to dispose of any real property that is held in common as a result of intergovernmental agreements, there is no real property to be disposed of should this Agreement be terminated.

N. Phoenix will provide upon request, a copy of the Phoenix Fire Department Hydrant Map and Street Guide Book for each Members emergency response unit. Additional books shall be purchased through the Phoenix Fire Department Information Services section.

O. Compliance with the Immigration Reform and Control Act of 1986 (IRCA) is required. Work performed by any contractor relating to this contract understands and acknowledges the applicability of the IRCA to him. The contractor agrees to comply with the IRCA in performing under this Agreement and to permit Phoenix the ability to inspect its' personnel records to verify such compliance.

P. Suppliers performing under this agreement shall not discriminate against any worker, employee or applicant, or any Members of the public, because of race, creed, color, religion, sex or national origin, nor otherwise commit an unfair labor practice. The supplier will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment without regard to their race, creed, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

The supplier further agrees that this clause will be incorporated in all subcontracts entered into with suppliers of materials or services, and all Labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract.

Each individual or firm, vendor or supplier, contractor or subcontractor will be given an equal economic opportunity to participate in City business.



The Contractor is eligible to do business with the City by its compliance with the affirmative action requirements of the City Code, Chapter 18, Article IV. The Contractor is responsible for maintaining its eligibility during the life of the contract, and failure to do so may result in termination of the contract.

The attention of all suppliers, lessees, or use permittee is called to Ordinance No. G-881, passed October 8, 1968; Ordinance No. G-1080, passed April 6, 1971; and Ordinance No. G-1121; passed October 5, 1971.

Q. No term or provision of this agreement is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

R. This agreement shall be recorded with the Maricopa County Recorder's Office.

S. No term or provision of this agreement is intended to create a partnership, joint venture or agency arrangement between any of the parties.

T. The parties also recognize that it is the responsibility of each participating party to ensure that their employees are notified in accordance with the provisions of Arizona Workers Compensation Law, specifically, A.R.S. 23-1022 or any amendment thereto, and that all such notices as required by such laws shall be posted in accordance with said law. Each party hereto further grants consent to each other party hereto to inspect the premises and work place of each party to ensure compliance with said notice posting requirements of said law, said consent being provided to the appropriate emergency services and/or risk management function of each agency party hereto.

U. The parties to this agreement hereby agree that other jurisdictions may join the System and be added to the Regional Dispatch System at the sole discretion of Phoenix. New members may be added to this intergovernmental agreement upon approval of their governing body and the filing of its signature page with this agreement at the Maricopa County Recorder's Office.

V. This Regional Dispatch System Agreement shall be reviewed by all parties every five years or as deemed necessary.

SIGNATURE PAGE

JURISDICTION: THE CITY OF GLENDALE

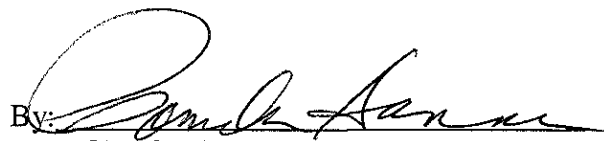
The City of Glendale is authorized by Article VIII, Section 1, of the City Charter to join with other governmental entities by contract for the exercise of its powers and is further authorized by Article I, Section 3, of the City Charter to organize and maintain the fire department and provide for the management and control of the same.

Authority to enter into this Agreement has been given by the Council of the City of Glendale on October 14, 2003.

CITY OF GLENDALE, a municipal Corporation

  
\_\_\_\_\_  
City Manager

ATTEST:

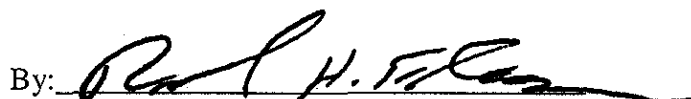
By:   
\_\_\_\_\_  
City Clerk  
City of Glendale

By: Ed. Beasley  
\_\_\_\_\_  
Authorized Signature

City Manager  
\_\_\_\_\_  
Name and title (if other than City Manager)

In accordance with the requirement of Section 11-952(D), Arizona Revised Statutes, the undersigned attorney acknowledge: 1) that he/she has reviewed the above agreement on behalf of his/her respective clients; and 2) that, as to his/her respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the state of Arizona.

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
City Attorney

**CITY OF PHOENIX FIRE DEPARTMENT  
REGIONAL DISPATCH SYSTEM  
2003-2004 FEES AND CHARGES**

**EXHIBIT A to IGA # \_\_\_\_\_**

**CITY OF GLENDALE**

**I. Dispatch Service**

The Dispatch Service fee is calculated at a rate of \$8.75 per dispatch based on the total number of dispatches for the previous calendar year. The total number of incidents in calendar year 2002 was 19913. The dispatch charge for the period of July 1, 2003, through June 30, 2004 is \$174,238.75.

<b>Formula</b>	<b># Dispatches</b>	<b>Amount Due</b>
\$8.75/Dispatch	19913	\$174,238.75

**II. (1) Technical Service**

<b>SYSTEM</b>	<b>EQUIPMENT BASE</b>	<b>PER UNIT FEE</b>	<b>TOTAL FEE</b>
Generation 1 Fire Station Dispatch Package	7	\$888.00	\$6,216.00
Generation 2 Fire Station Dispatch Package	1	\$2,000.00	\$2,000.00
Mobile Data Terminal	29	\$1,428.00	\$41,412.00
Mobile Computer Terminal	0	\$2,500.00	\$0.00
Automatic Vehicle Location	18	\$400.00	\$7,200.00
AirMobile MCT Update System	0	\$2,000.00	\$0.00
Computing Infrastructure	1	\$500.00	\$500.00
PCMSS License/Support	0	\$260.00/license	\$0.00
Aerial Photos	(58 SqM)	\$40.00/sqM	\$2,320.00
Totals	56		<b>\$59,648.00</b>

## (2) General Maintenance Fee

In FY 2003-04, a general maintenance fee is allocated at \$1,000 per piece of equipment. The total equipment base for the Glendale Fire Department is 56. The general maintenance fee totals \$56,000.00 in 2003-04.

Formula	Equipment Base	Amount Due
\$1,000/piece of equipment	56	<b>\$56,000.00</b>

## III. FY 2003-04 Total Dispatch and Technical Charges

The FY 2003-04 total Dispatch and Technical charges for the Glendale Fire Department are \$289,886.75. The City of Phoenix will invoice Glendale Fire Department on a quarterly basis in the amount of \$72,471.69.

## IV. Initial Technology Investment

Initial technology investment fees are invoiced on the date ordered by the Glendale Fire Department and charged in accordance with the following schedule:

SYSTEM	INITIAL INVESTMENT FEE
Generation 2 Fire Station Dispatch Package	\$20,000.00 + \$5,000.00 per Occupied Bay
Mobile Computer Terminal	\$15,000.00
AirMobile MCT Update System	\$14,000.00
RMS/Computing Infrastructure	\$5,000.00
Automatic Vehicle Location Equipment	\$3,000.00
PCMSS License	\$260.00

**CITY OF PHOENIX REGIONAL WIRELESS NETWORK  
800MHz INFRASTRUCTURE PAYMENTS  
2003-2004**

**EXHIBIT B to IGA # \_\_\_\_\_**

**CITY OF GLENDALE**

**The following charges apply to the 800MHz Infrastructure Cost Recovery for the 2003-2004 Fiscal Year:**

Glendale has agreed to reimburse the City of Phoenix the sum of \$3,474,082.00 as their proportionate share of the infrastructure cost of the Phoenix Regional Wireless Network (PRWN), as agreed to in Amendment 1 to the FY 2001/02 Computer Aided Dispatch (CAD) contract.

Glendale has a payment due of \$0.00 in FY 2003-04

The table below shows the payment schedule on the balance due for Glendale.

<b>PAYMENT #</b>	<b>FY DUE</b>	<b>PRINCIPLE</b>	<b>INTEREST</b>	<b>TOTAL</b>
1	2001-2002	\$2,000,000.00	\$0.00	\$2,000,000.00
2	2002-2003	\$1,474,082.00	\$0.00	\$1,474,082.00
3	2003-2004	\$0.00	\$0.00	ZERO BALANCE

RESOLUTION NO. 3709 NEW SERIES

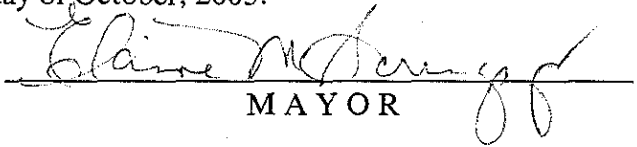
A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX PERTAINING TO THE PARTICIPATION IN THE PHOENIX FIRE DEPARTMENT REGIONAL DISPATCH SYSTEM IN ORDER TO MORE EFFECTIVELY PROVIDE EMERGENCY FIRE, MEDICAL AND OTHER SERVICES.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

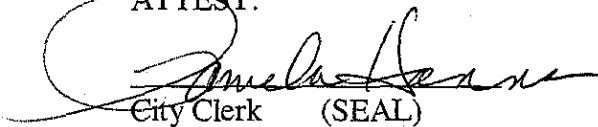
SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an intergovernmental agreement with the City of Phoenix pertaining to the participation in the Phoenix Fire Department Regional Dispatch System be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk are hereby authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

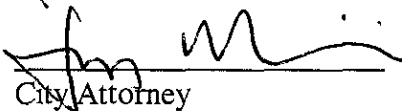
PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 14th day of October, 2003.

  
MAYOR

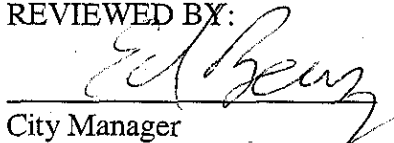
ATTEST:

  
City Clerk (SEAL)

APPROVED AS TO FORM:

  
City Attorney

REVIEWED BY:

  
City Manager

SIGNATURE PAGE

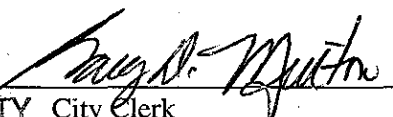
JURISDICTION: PHOENIX


The City of Phoenix, is authorized by Chapter II, Section 2(I), of the City Charter to join with other governmental entities by contract for the exercise of its powers and is further authorized by Chapter IV, Section 2, of the City Charter to organize and maintain the fire department and provide for the management and control of the same.

Authority to enter into this Agreement has been given by the Council of the City of Phoenix on \_\_\_\_\_, 2003.

CITY OF PHOENIX, a municipal Corporation  
FRANK FAIRBANKS,  
City Manager

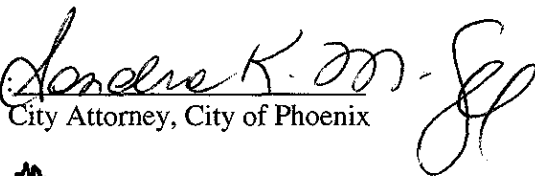

ATTEST:

By:   
DEPUTY City Clerk  
City of Phoenix

By:   
Alan V. Brunacini, Fire Chief  
FRANKS

In accordance with the requirement of Section 11-952(D), Arizona Revised Statutes, the undersigned attorney acknowledges: 1) that he/she has reviewed the above agreement on behalf of his/her respective clients; and 2) that, as to his/her respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the state of Arizona

APPROVED AS TO FORM:

By:   
ACTING City Attorney, City of Phoenix  




## Legislation Description

---

**File #:** 15-677, **Version:** 1

---

### **AUTHORIZATION TO ACCEPT FISCAL YEAR 2015-2016 STATE GRANTS-IN-AID AWARD ALLOCATION FOR THE GLENDALE PUBLIC LIBRARY SYSTEM**

Staff Contact: Erik Strunk, Director, Community Services

#### **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the application and acceptance of the annual State Grants-in-Aid Award allocation in the amount of \$11,527 from the Arizona State Library, Archives and Public Records Agency for FY 15-16.

#### **Background**

The State Grants-in-Aid program was developed in 1981 through a legislative appropriation to help Arizona libraries meet the information needs for Arizona residents. Grants are made to each county library and to cities with populations of 100,000 or more. The grants may be used to improve the library collection, provide educational and training opportunities for staff, and improve programming for youth and adults, for computers and automation of library procedures. The City of Glendale's public library system has been designated to receive \$11,527 in FY 15-16.

#### **Analysis**

If approved by Council, the library will use the allocated funds on professional development and training opportunities for staff. With this funding, the Glendale Public Library staff will be able to attend such conferences as the Arizona Library Association, American Library Association, and the Public Library Association among other continuing educational opportunities. Any funding not used for professional development will be put towards equipment, furniture, materials for public use, programming supplies, and hiring performers to provide additional public programming.

Over the last four fiscal years, the City of Glendale has been awarded \$46,408 in State Grants-in-Aid funding for its libraries.

#### **Community Benefit/Public Involvement**

Professional development is an area of importance for the Glendale Public Library. With State Grants-in-Aid funding, we can ensure that staff are being exposed to the newest and innovative ideas in youth and adult services, readers' advisory, library technology, program planning and evaluation of customer service to our patrons. Conferences, webinars and other educational opportunities keep staff energized, engaged and ready to implement new ideas and keep the library connected to Glendale residents and our community.



If approved, the grant funds will also provide additional means for the library to purchase public programming supplies and equipment that will have a direct benefit to our patrons. Through this funding opportunity, newer furniture, vibrant programming and updated equipment will continue to make Glendale libraries an appealing destination for our citizens.

**Budget and Financial Impacts**

Although the State Grants-in-Aid funding requires the use of City matching funds in the amount of \$11,527, they are available in the library office supplies line-item budget.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$11,527</b>	<b>1000-15220-526000, Office Supplies</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. 5022 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ACCEPTING A GRANT OFFER FROM THE STATE OF ARIZONA DEPARTMENT OF LIBRARY, ARCHIVES AND PUBLIC RECORDS IN THE AMOUNT OF \$11,527 FOR THE SGIA 2016 PROJECT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council of the City of Glendale hereby accepts the grant offer (Grant No. SGIA 16-A-17) from the State of Arizona Department of Library, Archives and Public Records in the amount of \$11,527 for the SGIA 2016 Project.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute any and all documents necessary for the acceptance of said grant on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
M A Y O R

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

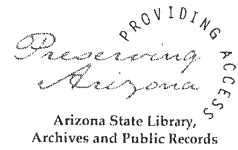
\_\_\_\_\_  
Acting City Manager



**MICHELE REAGAN**  
Secretary of State  
State of Arizona

**ARIZONA STATE  
LIBRARY, ARCHIVES AND  
PUBLIC RECORDS**

A DIVISION OF THE ARIZONA SECRETARY OF STATE



**Award Notification for State Grants-in-Aid**

<b>Library Name &amp; Address:</b> Glendale Public Library 5959 W. Brown St. Glendale, AZ 85302		<b>State Project Number:</b> SGIA 16-A-17	
<b>Project Name:</b> SGIA 2016		<b>Project Manager:</b> Michael Beck	
<b>Program Information:</b> <a href="http://www.azlibrary.gov/libdev/funding/sgia">http://www.azlibrary.gov/libdev/funding/sgia</a>		<b>Amount Awarded:</b> \$11527	
<b>Period of Performance:</b> July 1, 2015 to June 30, 2016		<b>Final Report Due:</b> July 31, 2016	
<b>Contact for LSTA grant questions:</b> Janet "Jaime" Ball, Grants Consultant	<b>Phone:</b> 602-926-3365	<b>Email:</b> jball@azlibrary.gov	

When possible, please acknowledge SGIA as follows:

*This project is supported by the Arizona State Library, Archives & Public Records, a division of the Secretary of State, with funds appropriated by the Arizona State Legislature.*

*Joan Clark*

Joan Clark, State Librarian & Director

8/5/2015

Date

**SGIA 2016**

**Contact Information**

Library Information		
Library Name Glendale Public Library		
Address 5959 W. Brown St.		
City Glendale	State AZ	Postal Code 85302
Library Director/Manager Information		
First Name Michael	Last Name Beck	
Office Phone 623-930-3546	Office Fax 623-842-2161	
E-mail mbeck@glendaleaz.com		

Project Contact		
Same as Library Director No		
First Name Karen	Last Name Reed	
Office Phone 623-930-3567	Office Fax 623-842-2161	
E-mail KMReed@glendaleaz.com		

Legal Administrator Contact (if different from Project Contact)	
First Name	Last Name
Michael	Beck
Office Phone	Office Fax
623-930-3546	623-842-2161
E-mail	
mbeck@glendaleaz.com	


### Project Information

Enter SGIA 2016 Amount Awarded  
\$11,527

#### Project Narrative

The Glendale Public Library intends to use this year's State Grants-in-Aid funding primarily to fund professional development and training opportunities for library staff. With the generous funding from the State, GPL staff will be able to attend such conferences as AzLA, ALA, PLA, Internet Librarian, and the ALSC National Institute among other continuing educational opportunities. Funding not used for professional development will be put toward equipment, furniture, materials, programming supplies, and hiring program performers to provide additional public programming.

Professional development is an area of importance for the Glendale Public Library, especially given our current staffing levels. We utilize all staff at all public service desks which requires staff to be knowledgeable in multiple areas. With State Grants-in-Aid funding, we can ensure that staff are being exposed to the newest ideas in youth services, readers' advisory, library technology, program planning and evaluation of customer service to our patrons. Conferences, webinars and other educational opportunities keep staff energized and engaged, ready to implement new ideas and keep the library connected to Glendale residents and our community. The need for such education is great; but like many libraries, the allotted budget for such training is stretched. With SGIA funding, multiple staff members will get to participate in training.

Salaries and Benefits	Salaries and Benefits local match	Total Salary and Benefits
		0 

Consultant Fees	Consultant Fees local match	Total Consultant
		0
Travel	Travel local match	Total Travel
		0
Equipment	Equipment local match	Total Equipment
		0
Supplies and Materials	Supplies and Materials local	Total Supplies and Materials
11,527	11,527	
Services	Services local match	Total Services
		0
Total Grant Budget	Total Local Budget	Total Budget

**Budget Justification**

Secondly, the funding provides a mean for the library to purchase supplies and equipment that will benefit our patrons. Newer furniture, vibrant programming and updated equipment will continue to make the library an appealing destination for our community.

Thank you for giving libraries this funding to meet the ever-changing librarian profession and for continuing to provide critically-needed funding.

**Certification**

**To complete your application**

please fill out the certification form, print it, sign it and mail to:  
 Arizona State Library  
 1101 W. Washington St.  
 Phoenix, AZ 85007.

Note: For project name, use SGIA 2016

**Click here to open the certification form**



## Legislation Description

---

**File #: 15-678, Version: 1**

---

### **AUTHORIZATION TO RENEW AN INTERGOVERNMENTAL AGREEMENT EXTENSION OF ARIZONA DEPARTMENT OF TRANSPORTATION DATABASE ACCESS**

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

#### **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to renew the Database Access Intergovernmental Agreement (IGA) with Arizona Department of Transportation (ADOT), Motor Vehicle Division (MVD). This will extend the Human Resources and Risk Management Department's access to the MVD records database.

#### **Background**

This IGA with ADOT allows authorized users access to the motor vehicle record database to retrieve driving records. Human Resources staff uses the database to retrieve motor vehicle driving records for employees and perspective employees who drive city vehicles. Records are checked at least annually for all employees in driving positions and for all new hires. All information obtained from the database is kept confidential.

#### **Analysis**

The IGA for database access was entered into August 24, 2006 for a three year term. The Agreement can be automatically renewed with letters of agreement signed by both parties. Joint Letters of Renewal of the Agreement were signed by staff on December 31, 2009, January 13, 2011 and September 30, 2013. A copy of the IGA Database Access Agreement and Letters of Renewal are attached.

The Database Access Agreement Joint Letter of Renewal dated August 28, 2015 extends the current Agreement for an additional three years through September 3, 2018. A copy of the Renewal Letter is attached.

#### **Previous Related Council Action**

Council approved the IGA Letter of Renewal at the September 10, 2013 Council meeting.

#### **Community Benefit/Public Involvement**

The city ensures that its drivers are properly licensed to protect the city and its citizens from unnecessary exposure to loss.

#### **Budget and Financial Impacts**

There is no cost for access to the records database.



RESOLUTION NO. 5023 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A JOINT LETTER OF RENEWAL OF THE DATABASE ACCESS AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION, MOTOR VEHICLE DIVISION, EXTENDING THE CITY'S HUMAN RESOURCES DEPARTMENT'S ELECTRONIC ACCESS TO THE MOTOR VEHICLE DIVISION'S DATA BASE FOR THREE YEARS.

WHEREAS, the City of Glendale entered into an Intergovernmental Database Access Agreement with the Arizona Department of Transportation, Motor Vehicle Division ("MVD"), on September 10, 2013 (C-8607), by Resolution No. 4715 New Series, providing the City with the electronic access of MVD's data base; and

WHEREAS, the City of Glendale and the MVD wish to extend the Agreement for three years.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that a Joint Letter of Renewal, to extend the Database Access Agreement with the MVD for three years be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver any and all documents necessary for said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
M A Y O R

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager  
iga\_hr\_mvd ext.doc



---

# DATABASE ACCESS AGREEMENT

---

ARIZONA DEPARTMENT OF TRANSPORTATION  
MOTOR VEHICLE DIVISION

COMPETITIVE GOVERNMENT PARTNERSHIPS  
ELECTRONIC DATA SERVICES



**Arizona Department of Transportation**  
**Motor Vehicle Division**

Electronic Data Services, 602M  
1801 West Jefferson Street Phoenix, Arizona 85007  
Phone: 602-712-7235

Janet Napolitano  
Governor

Stacey K. Stanton  
Division Director

Victor M. Mendez  
Director

August 18, 2006

**DATABASE ACCESS AGREEMENT – Government Non-AZ State**

The Department (as defined below) hereby requests authorization for connectivity to the records database(s) of the Arizona Department of Transportation, Motor Vehicle Division (MVD). The Department's specific access capabilities are set forth and further described in the attached Addendum, which shall be considered a part of this Agreement between the Department and MVD.

The Department understands and agrees that it shall only access MVD's database(s) in accordance with the terms and conditions set forth herein. If at any time MVD believes the Department is using such access in an unauthorized or unlawful manner, MVD reserves the right, in its sole discretion, to immediately terminate this Agreement.

Definitions

"ADOT" means the Arizona Department of Transportation.

"Arizona @ Your Service Web Portal" or "Portal" means the single entry point through which the Company may access MVD's database(s) under this Agreement.

"Authorized users" mean those persons who are employed or contracted by the Department to perform the activities authorized hereunder.

"Confidential information" means all information used by and proprietary to MVD which is not generally known by non-MVD personnel. This includes, but is not limited to, the following types of information (whether or not reduced to writing or designated as confidential):

- Viewed or printed information resulting from or related to the access provided under this Agreement;
- All computer software and accompanying documentation (i.e. operating systems, user's guide, etc.) provided by MVD, its agents, vendors or other contractors;
- MVD's personnel, financial, marketing and other internal business information, including the manner and method of conducting business;
- MVD's strategic, operations and other business plans, measurements and forecasts; and
- Information regarding MVD's employees, electronic data access customers, vendors and other contractors.

"Connectivity" means to make and/or maintain a computer connection with MVD, through the Arizona @ Your Service Web Portal, for the purpose of performing the activities authorized under this Agreement.

"Data Access Security Level" means the level of access privileges granted to the Department's authorized users to retrieve and/or modify MVD data based on based upon the Department's stated eligibility for such data, as provided in Sections II and III of the Agreement Addendum.

"Department" means the government entity identified and referred to in Section I of the Agreement Addendum.

"Encrypted" means the scrambling of computerized information in order to secure data by using special algorithms for transmission or other purposes.

"MVD" means the Arizona Department of Transportation, Motor Vehicle Division.

"Motor Vehicle Record Request System" or "MVRRS" means the system used by the Portal provider to facilitate the Department's electronic access to MVD record information through the Arizona @ Your Service Web Portal.

"Personal information" means information that identifies an individual, including an individual's photograph, social security number, driver identification number, name, address (but not the 5-digit zip code), telephone number, and medical or disability information, but does not include information on vehicular accidents, driving violations, and driver's status.

"Portal provider" means the private entity to whom the State of Arizona has awarded a statewide contract to provide for the transmission of MVD's record information to its pre-approved electronic data access customers via the Portal's MVRRS.

"Secure location" means an area designated specifically for the Department's authorized users to access MVD's database(s) pursuant to this Agreement and to which all unauthorized individuals shall be prohibited from accessing or viewing MVD data. The designated secure location does not necessarily need to be a segregated or separately enclosed area within the Department's place of business. However, reasonable measures must be undertaken at all times to ensure that the computers used to access MVD's database(s) are accessibly only to Department personnel with assigned user-IDs, and passwords and are, therefore, shielded from the view of the public and/or any unauthorized individuals.

#### Records Access

The Department understands that its exclusive access to MVD records pursuant to this Agreement is through the Portal provider's MVRRS application. Upon execution of this Agreement between the Department and MVD, the Department's authorized users will be assigned user identifications (user IDs) and passwords based on the Department's approved data access security level to receive such records under federal and state law.

The Department will have three (3) access options under MVRRS, as described below:

- Via a web browser over the Internet;
- Via file (request/reply) transfers using file transfer protocol (FTP) over a dedicated and secured line; or
- Via sockets-based messaging over a dedicated and secured line.

#### Location of Activities

The Department may conduct authorized activities only at those locations which have been pre-approved by MVD. Any disapproval of location by MVD must be based on reasonable cause.

#### Equipment

The Department shall obtain computer equipment and software that is compatible with the information systems and connectivity requirements of the Portal provider and MVD, and which will allow access only to the specific database(s) listed in the Addendum to this Agreement.

#### Data Security

The Department shall provide a secure location for all computer equipment used to access MVD's database(s).

The Department shall provide access to MVD's database(s) only to Department personnel or contractors who are authorized users, and to no one else. If at any time MVD believes that an authorized user is utilizing such access in an unauthorized or unlawful manner, MVD reserves the right to immediately suspend or revoke that user's database access and/or to terminate the Department's authorization under this Agreement.

The Department shall comply with all policies, procedures and directives regarding security and database access made available to the Department by MVD during the course of this Agreement, including any future amendments thereto. All subcontractors utilized to perform the activities authorized by this Agreement must abide by the same security and access requirements as the Department.

Upon request by MVD, the Department must disclose any existing strategic alliances, partnerships, or subcontracting arrangements that the Department has which involve the processing and/or use of MVD data acquired pursuant to this Agreement.

Both during the term of this Agreement and subsequent to any termination of this Agreement, the Department, its officers, agents, employees, contractors and representatives shall not, without the prior written approval of MVD, disclose, distribute, or utilize in any manner not expressly authorized under this Agreement, any confidential and/or personal information which is connected or otherwise associated with this Agreement.

The Department shall maintain all hard copy information and electronic data related to this Agreement in a secure location at all times.

### Data Privacy

The Department understands that both the manner in which MVD may release information from the records contained in its databases and the manner in which the Department may access and/or utilize such information are regulated by the Federal Driver's Privacy Protection Act (DPPA), 18 U.S.C. §§ 2721-2725, as well as Title 28, Chapter 2, Article 5 of the Arizona Revised Statutes. It is the responsibility of the Department, and any authorized user acting on the Department's behalf, to gain knowledge of all laws and applicable MVD policies and procedures which govern access to and use of MVD records, and to determine whether the Department is legally eligible to obtain such records from MVD.

MVD is not an agent of the Department or its subcontractors, and is in no way responsible or liable for the decisions or interpretations made by the Department or its officers, agents, employees, contractors and representatives, unless the contrary is specifically stated in writing by the MVD Director.

Anyone who knowingly obtains, uses or otherwise discloses personal information from an MVD record for a use not permitted under 18 U.S.C. § 2721, and anyone requesting the disclosure of personal information who misrepresents his/her identity or makes a false statement in connection thereto, with the intent to obtain such information in a manner not authorized by law, is subject to civil and/or criminal penalties. A violation of the DPPA or any other applicable federal or state law will cause the immediate termination of this Agreement.

In reference to motor vehicle records access, the Department shall not utilize its connectivity to MVD's records database(s) under this Agreement for any purpose other than the purpose(s) specified in the Addendum to this Agreement. If the Department seeks access to or information from MVD's database(s) for a reason other than that specifically authorized by this Agreement, the Department must submit a completed hard copy of the Motor Vehicle Record Request form to the appropriate MVD Unit.

Both parties to this Agreement acknowledge that the foregoing provisions pertaining to data security and privacy are not intended to conflict with or violate Arizona's Public Records Law, A.R.S. § 39-101 through § 39-161. Where such conflicts appear in the implementation of this Agreement by the Department, the Public Records Law will control. In the event that a request for the disclosure of confidential and/or personal information falling within the scope of this Agreement is made, the Department shall notify MVD in sufficient time to permit MVD to intervene as it may deem necessary for the protection of said information.

### Network Security

The Department understands and agrees that any and all MVD information that it sends over external or public computer networks, such as the Internet, must be encrypted.

The Department further understands and agrees that all computers which are permanently or intermittently connected to the Department's internal computer network(s) must employ a pre-approved rule and/or privilege-based access control system that, in MVD's sole judgment will serve to identify and authenticate each user in a manner which adequately protects MVD data from unauthorized access, disclosure and/or dissemination.

#### Personnel

The Department shall notify MVD in writing within two business days of any change in its list of authorized users, including, but not limited to, any subtractions from this list which may occur as a result of the termination of an authorized user's employment, a job transfer, or any other change in status which establishes that the individual no longer requires access to MVD data.

The Department shall also respond immediately to all MVD inquiries concerning its list of authorized users.

#### Non-exclusivity

This Agreement shall not preclude MVD from entering into the same or similar Agreement with other public or private entities, including those performing identical or similar functions as the Department.

#### Notification

The Department shall assign a contact person who possesses, at a minimum, the authority to communicate on behalf of and to answer for the Department with respect to this Agreement. The contact person will sign individual user access agreements, receive and distribute user IDs within the Department, and will maintain responsibility for record retention, problem resolution and notification of procedural changes.

The Department shall provide MVD in writing a description of the contact person's scope of authority regarding department operations in general and the activities to be performed under this Agreement in particular. The Department shall advise MVD within two business days of any change in its designated contact person and provide a statement as to that person's scope of authority. All notices to or demands upon MVD shall be in writing and shall be delivered in person, by fax, by email, or by U.S. mail addressed as follows:

Motor Vehicle Division  
Competitive Government Partnerships  
Electronic Data Services  
P.O. Box 2100, Mail Drop 502M  
Phoenix, AZ 85001

Fax: 602-712-3145  
Email: [eds@azdot.gov](mailto:eds@azdot.gov)

CB  
MVD Debt

All notices to or demands upon the Department by MVD will be addressed as specified in Section IV of the Agreement Addendum.

### Records

The Department shall maintain a log or register of all MVD records it requests and all MVD records it obtains by virtue of the access provided herein. The Department shall retain this log or register either manually or electronically, along with all other books, papers, records, data, and accounting records relating to this Agreement, for a period of five (5) years; or such greater or lesser time as may be required by federal or state law, rule, or the ADOT Records Retention Schedule.

It is further agreed that ownership of all records relating to this Agreement resides exclusively with MVD.

### Audit and Inspection

The Department understands and agrees that all records described in the preceding section shall be subject to audit and inspection by authorized representatives of MVD or by any law enforcement agency at all times during the term of this Agreement, and for a period of five (5) years thereafter. If MVD determines that an on-site audit or inspection of the Department outside of Arizona is necessary, the Department shall pay for the auditors' travel expenses in an amount equal to the Arizona Department of Administration (ADOA) reimbursement rate for out-of-state travel as authorized by A.R.S. Title 38, Chapter 4, Article 2 and Sections II-D-3 and II-D-6 of the Arizona Accounting Manual prepared by ADOA.

At MVD's sole discretion, the Department shall be required to retain a pre-approved independent professional organization to audit or assess the adequacy of the Department's information technology security procedures, including the methods and practices employed in the processing and use of MVD data. A written report of the results of each audit or assessment shall be provided to MVD within thirty (30) days of its completion. The Department shall have an audit or assessment performed based on a frequency specified by MVD and shall not, without the express written approval of MVD, discontinue or modify this schedule. The Department shall also pay any and all costs associated with such security audits or assessments.

If any security and/or control deficiencies are identified as a result of an audit report, the Department understands and agrees that it must immediately take any and all corrective measures necessary to resolve those deficiencies. Within thirty (30) days of the issuance of the audit report, the Department shall also provide MVD with a written corrective action plan which, in MVD's sole judgment, adequately describes the steps the Department has taken (or will take) in order to fully resolve each and every deficiency identified in a security audit.

### Compliance

The Department shall comply with all of the terms set forth in this Agreement, together with all applicable federal and state statutes, rules, and regulations. The Department shall also comply with all relevant policies, procedures and directives made available to the Department by MVD during the



course of this Agreement. All Department subcontractors are held to the same compliance standards, and any failure to comply on the part of the subcontractor will be deemed a failure on the part of the Department.

### Non-Compliance

If the Department fails to comply as provided above, MVD reserves the right to take any remedial action that it deems necessary and appropriate, including the revocation of the department's account and termination of its Agreement in its entirety. In case of a violation of law, the Agreement shall be subject to immediate termination by MVD.

### Cancellation

Either party may cancel this Agreement for cause or convenience upon thirty (30) days prior written notice to the other party. MVD reserves the right to cancel this Agreement at any time, without prior notice, if it determines that the public interest so requires, and the exercise of such right shall be without penalty and without recourse against MVD by the Department or any of its subcontractors.

This Agreement is also subject to cancellation by the Governor of Arizona pursuant to A.R.S. § 38-511.

Except as otherwise directed by MVD, upon receipt of a notice of cancellation or termination (and to the extent specified in such notice), the Department shall:

1. Immediately cease any and all activities previously authorized under this Agreement;
2. Place no further request for records pursuant to this Agreement;
3. Remit any outstanding monies owed to MVD and/or the Portal provider within forty-eight (48) hours; and
4. Ensure that its continued use of any records obtained prior to the effective date of cancellation or termination is restricted solely to the use(s) authorized by this Agreement.

### Duration

This Agreement shall commence upon approval by the Motor Vehicle Division Director and execution by both parties, and shall thereafter continue in effect for a term of three (3) years, unless previously canceled or terminated as provided herein. Upon expiration of this three-year period, the parties may mutually agree to extend the term of the Agreement for another three (or fewer) years by entering into a "Joint Letter of Renewal."

### Applicable Law and Forum

This agreement shall in all respects be governed by and construed in accordance with the laws of the State of Arizona, without regard to the conflict-of-laws provisions thereof. Any action, suit, claim or dispute arising under or related to this Agreement which the parties are unable to resolve informally shall be brought in the state or federal courts of Arizona.

  
MVD Dept

### Amendment and Modification of Agreement

The Department shall accept any modification of the Agreement for reasonable cause, if set forth in writing and deemed necessary by MVD. Upon the amendment of any applicable law, rule or regulation, the Agreement shall automatically be modified to reflect such amendment. Any modification of the Agreement shall be incorporated herein and shall be subject to all other provisions of this Agreement.

### Non-Assignability

Unless the Department obtains the express written consent of MVD, this Agreement is not assignable to any other entity, in whole or in part.

### Waiver/Severability

The Department agrees that a waiver of any provision of this Agreement shall not act as a waiver of any other provision of this Agreement. If a provision of this Agreement is for any reason declared invalid, illegal, or unenforceable, that declaration shall not affect the remainder of the provisions of the Agreement.

### Liability

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.

### Insurance

Except as provided below, and without limiting any liabilities or any other obligation of the Department, the Department shall purchase and maintain (and cause any relevant subcontractors to purchase and maintain), in a Department or companies lawfully authorized to do business in the State of Arizona, and rated at least A VII in the current A.M. Best's, the minimum insurance coverage below:

Commercial General Liability, with minimum limits of \$1,000,000 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona and Arizona Department of Transportation as an Additional Insured with reference to this contract.

MVD reserves the right to request and receive certified copies of all policies and endorsements.

Certificates of Insurance acceptable to MVD shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona and Arizona Department of Transportation as Additional Insured for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be suspended, voided, cancelled, reduced in coverage or in limits except after sixty (60) days prior written notice has been given to MVD. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

Failure on the part of the Department to meet these requirements shall constitute a material breach of contract, upon which MVD may immediately terminate this Agreement. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the State of Arizona and Arizona Department of Transportation.

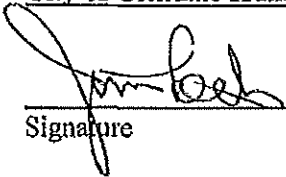
If the Department is self-insured by its State, County or Municipality, then this section of the Agreement does not apply. Nevertheless, MVD reserves the right to request and receive evidence of self-insurance.

  
C.B. [unclear]  
MVD Dept

Certification

On behalf of the Department identified below, I hereby request approval of this Agreement. I certify that all of the information set forth herein by the Department is true and accurate, and that any records or information obtained from MVD's database(s) pursuant to this Agreement will be used solely for the purpose(s) specified in the Addendum to this Agreement, and for no other purposes. I further certify that I have the authority to execute this Agreement on behalf of the Department. I understand that the Department must abide by the provisions of this Agreement if approved by the MVD Director and executed by both parties.

City of Glendale Human Resources

  
\_\_\_\_\_  
Signature

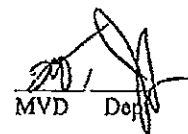
Jim Loeb  
\_\_\_\_\_  
Name Printed

Deputy Director  
\_\_\_\_\_  
Title

8/24/06  
\_\_\_\_\_  
Date

For MVD USE ONLY

Received this date Aug 25, 2006 . Signed Charles Brien

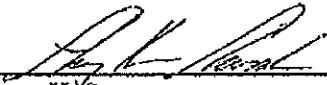
  
MVD Dep


AUTHORIZATION

On behalf of the Arizona Department of Transportation, Motor Vehicle Division, the authorization requested by City of Glendale Human Resources pursuant to this Agreement (including the attached Addendum) is hereby approved.

DATED THIS 2<sup>nd</sup> DAY OF September, 2006.

MOTOR VEHICLE DIVISION

  
\_\_\_\_\_  
Stacey K. Stanton  
Director, Motor Vehicle Division  
Arizona Department of Transportation

  
MVD Dept

## QDSEE Segment Access Attachment

Name of Company or Agency: City of Glendale Human Resources

Per the Agency's Data Request Form, MVD grants access to the following QDSEE segments:

DM00: Base Segment

Base Segment	Segment Description	Access Granted
DM00	Base Segment	Yes
DM01	Previous License Segment	Yes
DM02	Violation Segment	Yes
DM03	Comment Segment	
DM04	Warrant Segment	Yes
DM05	Driver Improvement Segment	Yes
DM06	Traffic Survival School Segment	Yes
DM07	Financial Responsibility / Mandatory Insurance Segment	
DM08	Financial Responsibility / Proof Segment	
DM09	Mailing Address Segment	
DM10	Traffic Complaint Suspension Segment	Yes
DM11	Permit / Identification License Segment	
DM12	CDLIS Out of State Accident Violation Segment	Yes
DM13	Cross Reference and AKA Names Segment	
DM14	Nonresident Violator Compact Segment	
DM15	Dishonored Check Segment	
DM24	Customer Characteristics Segment	

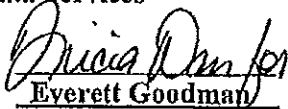
Glendale HR / ADD-08/18/06 / R.1

CB / J  
MVD Dept

Agreed to and Acknowledged by:

Motor Vehicle Division  
Electronic Data Services

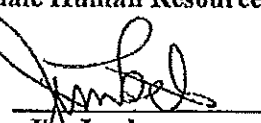
By:  
Name:  
Title:  
Date:

  
Everett Goodman  
Program Manager  
8-31-06


Agreed to and Acknowledged by:

City of Glendale Human Resources

By:  
Name:  
Title:  
Date:

  
Jim Loeb  
Deputy Director  
8/24/06

Glendale HR / ADD-08/18/06 / R.1

  
MVD Dept



**Arizona Department of Transportation**  
**Motor Vehicle Division**

1801 West Jefferson Street Phoenix, Arizona 85007

Janice K. Brewer  
Governor

John S. Hallkowski  
Director

Stacey K. Stanton  
Division Director

December 28, 2009

City of Glendale Human Resources  
Attn: Andrew Jennings  
5850 W. Glendale Ave, B-56  
Glendale, AZ 85301

RE: Joint Letter of Renewal for Expiring Agreement

Dear Mr. Jennings:

This Joint Letter of Renewal serves to extend the Database Access Agreement between City of Glendale Human Resources and Arizona Department of Transportation, Motor Vehicle Division (MVD).

The Agency understands and agrees that it shall continue to only access MVD's database(s) in accordance with the terms and conditions set forth in the current Database Access Agreement:

Business Contact Person:	Andrew Jennings
Contact Address:	5850 W. Glendale Ave. B-56; Glendale, AZ 85301
Contact Fax:	623-847-5321
Current Contract Date:	August 11, 2009
Name of Company:	City of Glendale Human Resources
Doing Business As:	City of Glendale Human Resources
Business Address:	5850 W. Glendale Ave, B-56; Glendale, AZ 85301
Mailing Address:	5850 W. Glendale Ave. B-56; Glendale, AZ 85301
Telephone Number:	623-930-2920
Addendum:	N/A

By signing and returning this Joint Letter of Renewal, you are indicating authorization to extend the aforementioned Agreement for an additional 3 years running continuous from the prior Agreement expiration date. Please forward both copies of this original Letter to the following address:

Motor Vehicle Division  
Electronic Data Services  
P.O. Box 2100, 502M  
Phoenix, AZ 85001-2100

If you have any questions, please contact us by email at [eds@azdot.gov](mailto:eds@azdot.gov) or call us at 602-712-7235.

Sincerely,

Tricia Mel  
EDS Records Coordinator  
Electronic Data Services

Enclosures



The foregoing Joint Letter of Renewal is mutually agreed to:

**Motor Vehicle Division**

*Brenda Oddy*  
Signature

Brenda Oddy

Name Printed

Program Manager

Title

1-4-10  
Date

**City of Glendale Human Resources**

*Andrew Jennings*  
Signature

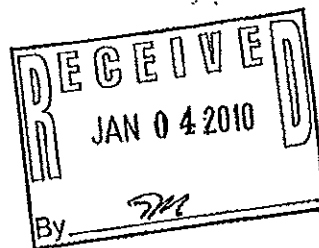
Andrew Jennings

Name Printed

Acting Risk Manger

Title

12/31/09  
Date





**Arizona Department of Transportation  
Motor Vehicle Division**

1801 West Jefferson Street Phoenix, Arizona 85007

John S. Hallkowski  
Director

Stacey K. Stanton  
Division Director

January 10, 2011

City of Glendale Human Resources  
Attn: Andrew Jennings  
5850 W. Glendale Ave, B-56  
Glendale, AZ 85301

RE: Electronic Database Access Agreement Amendment

Dear Mr. Jennings:

This letter serves to amend of the Database Access Agreement between City of Glendale Human Resources and the Arizona Department of Transportation, Motor Vehicle Division, by adding the "Scrutinized Business Operations" section to the Database Access Agreement. In all other respects, the Agency obligations continue to be governed by the terms and conditions set forth in the current Database Access Agreement.

**Scrutinized Business Operations**

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, the DEPARTMENT (or private contractor) certifies that it does not have a scrutinized business operation in Sudan or Iran. For purposes of this Agreement, the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 and/or § 35-393, as applicable. If ADOT/MVD determines that the DEPARTMENT (or private contractor) submitted a false certification, ADOT may impose remedies as provided by law, including the cancellation or termination of this Agreement.

By signing and returning this Electronic Database Access Agreement Amendment, you are indicating that you understand and will fully comply with the aforementioned Amendment. Please forward both copies of this original Amendment to the following address:

Motor Vehicle Division  
Electronic Data Services  
P.O. Box 2100, 502M  
Phoenix, AZ 85001-2100

This Amendment must be signed and returned no later than 30 days from the date of this letter

If you have any questions, please contact us by email at [eds@azdot.gov](mailto:eds@azdot.gov) or call us at 602-712-7235.

Sincerely,

Brenda Oddy  
Program Manager

The foregoing Database Access Agreement Amendment is mutually agreed to:

Motor Vehicle Division

Brenda Oddy  
Signature

Brenda Oddy  
Name Printed

Program Manager  
Title

1-20-11  
Date

City of Glendale Human Resources

Andrew Jennings  
Signature

Andrew Jennings  
Name Printed

Acting Risk Manager  
Title

1/13/11  
Date

RECEIVED  
JAN 20 2011  
By EN



**Arizona Department of Transportation  
Motor Vehicle Division**

1801 West Jefferson Street Phoenix, Arizona 85007

Janice K. Brewer  
Governor

John S. Hallkowski  
Director

Stacey K. Stanton  
Division Director

December 6, 2012

Resent 02/26/2013

City of Glendale Human Resources  
Attn: Dianne Shoemake  
5850 West Glendale Avenue, Suite B56  
Glendale, AZ 85301

RE: Joint Letter of Renewal for Expiring Agreement

Dear Sir:

This Joint Letter of Renewal serves to extend the Database Access Agreement between City of Glendale Human Resources and Arizona Department of Transportation, Motor Vehicle Division (MVD).

The Agency understands and agrees that it shall continue to only access MVD's database(s) in accordance with the terms and conditions set forth in the current Database Access Agreement:


Business Contact Person:	Dianne Shoemake
Contact Address:	5850 West Glendale Avenue, B56, Glendale, AZ 85301
Contact Phone:	(623) 930-2856
Contact Fax:	(623) 847-5321
Contact Email:	dshoemake@glendaleaz.com
Contract Expiration Date:	January 4, 2013
Name of Company:	City of Glendale Human Resources
Doing Business As:	City of Glendale Human Resources
Business Address:	5850 West Glendale Avenue, B56, Glendale, AZ 85301
Mailing Address:	5850 West Glendale Avenue, B56, Glendale, AZ 85301
Telephone Number:	(623) 930-2855

By signing and returning this Joint Letter of Renewal, you are indicating authorization to extend the aforementioned Agreement for an additional 3 years running continuous from the prior Agreement expiration date. Please forward both copies of this original Letter to the following address:

Motor Vehicle Division  
Electronic Data Services  
P.O. Box 2100, 502M  
Phoenix, AZ 85001-2100

If you have any questions, please contact us by email at [eds@azdot.gov](mailto:eds@azdot.gov) or call us at 602-712-7235.

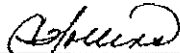
Sincerely,


  
Lauryn Snodgrass  
EDS Records Coordinator  
Electronic Data Services

The foregoing Joint Letter of Renewal is mutually agreed to:

**Motor Vehicle Division**

**City of Glendale Human Resources**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Cassandra Hollins  
\_\_\_\_\_  
Name Printed

Dianne Shoemaker  
\_\_\_\_\_  
Name Printed

Administrative Services Officer, EDS  
\_\_\_\_\_  
Title

Risk Manager  
\_\_\_\_\_  
Title

09/30/2013  
\_\_\_\_\_  
Date

9-30-13  
\_\_\_\_\_  
Date

**AGREEMENT ADDENDUM**

THIS ADDENDUM is made and entered into pursuant to Arizona Revised Statute (A.R.S.) §§ 28-401 et seq. and § 28-455, as part of the foregoing Database Access Agreement between the Arizona Department of Transportation, Motor Vehicle Division (hereinafter referred to as MVD) and the City of Glendale Human Resources (hereinafter referred to as the Department).

**RECITALS**

- I. The Agreement provides authorization for connectivity to MVD's specified records database(s) by the following Department:

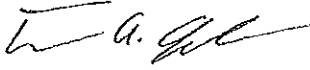
Name of Department: City of Glendale Human Resources  
Doing Business As: City of Glendale Human Resources  
Business Address: 5850 West Glendale Avenue, B56, Glendale, AZ 85301  
Mailing Address: 5850 West Glendale Avenue, B56, Glendale, AZ 85301  
Telephone Number: (623) 930-2855

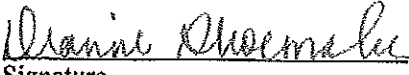
- II. In accordance with the Federal Driver's Privacy Protection Act (DPPA), 18 U.S.C. §§ 2721 – 2725 and A.R.S. Title 28, Chapter 2, Article 5, the Department requests authorization to access MVD's Driver License Database solely for the purpose of carrying out the Department's official functions as a governmental entity pursuant to the following permissible use(s) allowed in A.R.S. § 28-455: (C) 1.
- III. In reliance on Recital II, MVD grants the Department authorization to access its Driver License Database via MVRRS, and to thereby retrieve non-restricted records information contained in such databases according to the terms and conditions stated in this Agreement between the parties.
- IV. Per this Agreement Addendum, the Department shall have authority to access the above-referenced database(s) by utilizing the approved segment access, which is attached.
- V. Per this Agreement Addendum and Batch Specifications Attachment, the Department shall have authority to submit the following batch accounts:  
N/A
- VI. All notices to or demands upon the Department by MVD shall be in writing and shall be delivered in person, by fax, by email, or by U.S. mail addressed as follows:  
  
Business Contact Person:  
Dianne Shoemake  
5850 West Glendale Avenue, B56  
Glendale, AZ 85301  
Fax: (623) 847-5321
- VII. This Addendum supersedes the Addendum signed on September 3, 2006.

The foregoing Agreement and Addendum are mutually agreed to:

Motor Vehicle Division

City of Glendale Human Resources

  
Signature

  
Signature

Thomas Opalka  
Name Printed

Dianne Shoemake  
Name Printed

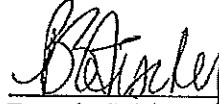
Program Manager  
Title

Risk Manager  
Title

10/17/13  
Date

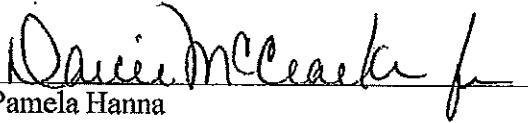
4/9/13  
Date

CITY OF GLENDALE, an Arizona  
municipal corporation



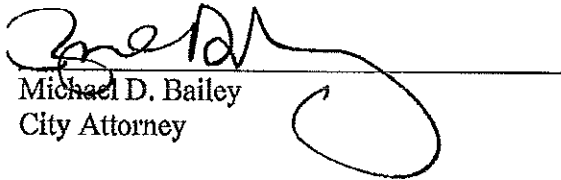
\_\_\_\_\_  
Brenda S. Fischer  
City Manager

ATTEST:



\_\_\_\_\_  
Pamela Hanna  
City Clerk (SEAL)

APPROVED AS TO FORM:



\_\_\_\_\_  
Michael D. Bailey  
City Attorney





Motor Vehicle Division

August 28, 2015

Douglas A. Ducey, Governor  
John S. Hallkowski, Director  
Eric R. Jorgensen, Division Director

City of Glendale Human Resources  
Dianne Shoemake  
5850 W. Glendale Ave. B-56  
Glendale, AZ, 85301

Subject: Database Access Agreement Joint Letter of Renewal

Dear Dianne Shoemake,

This Joint Letter of Renewal serves to extend the Database Access Agreement between **City of Glendale Human Resources** and Arizona Department of Transportation, Motor Vehicle Division (MVD).

The City of Glendale Human Resources understands and agrees that it shall continue to only access MVD's database(s) in accordance with the terms and conditions set forth in the current Database Access Agreement:

Business Contact Person: **Dianne Shoemake**  
Contact Address: **5850 West Glendale Avenue, Suite B56 Glendale, AZ, 85301**  
Contact Phone: **623-930-2856**  
Contact Fax: **623-847-5321**  
Contact Email: **dshoemake@glendaleaz.com**  
Contract Expiration Date: **9/3/2015**  
Name of Company: **City of Glendale Human Resources**  
Doing Business As:  
Business Address: **5850 W. Glendale Ave. B-56 Glendale, AZ, 85301**  
Mailing Address: **5850 West Glendale Avenue, Suite B56 Glendale, AZ, 85301**  
Telephone Number: **623-930-2855**

By signing and returning this Joint Letter of Renewal, you are indicating authorization to extend the aforementioned Agreement for an additional 3 years running continuous from the prior Agreement expiration date. Please forward this original Letter to EDS at [eds@azdot.gov](mailto:eds@azdot.gov) or to the following address:

Motor Vehicle Division  
Electronic Data Services  
P.O. Box 2100, 502M  
Phoenix, AZ 85001-2100

If you have any questions, please contact us by email at [eds@azdot.gov](mailto:eds@azdot.gov) or call us at 602-712-7235.

Sincerely,

Cassandra Hollins  
Electronic Data Services Manager



Motor Vehicle Division

August 28, 2015

Douglas A. Ducey, Governor  
John S. Halikowski, Director  
Eric R. Jorgensen, Division Director

The foregoing Joint Letter of Renewal is mutually agreed to:

**Motor Vehicle Division**

**City of Glendale Human Resources**

\_\_\_\_\_  
Signature

*Dianne Shoemake*  
\_\_\_\_\_  
Signature

**Cassandra Hollins**  
\_\_\_\_\_  
Name Printed

**Dianne Shoemake**  
\_\_\_\_\_  
Name Printed

**Administrative Services Officer 1**  
\_\_\_\_\_  
Title

*Risk Manager*  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*9-1-15*  
\_\_\_\_\_  
Date



## Legislation Description

---

**File #: 15-624, Version: 1**

---

**AUTHORIZATION TO ENTER INTO CONTRACT 2016-PT-013 WITH THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND ACCEPT A GRANT FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM OVERTIME EXPENSES**

Staff Contact: Debora Black, Police Chief

**Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into contract 2016-PT-013 with the Arizona Governor's Office of Highway Safety (GOHS) and accept a grant in the approximate amount of \$25,000 for the Selective Traffic Enforcement Program (STEP) overtime expenses.

**Background**

Since 1995, the Glendale Police Department (GPD) has been receiving Arizona GOHS grant funds for use in the enforcement of traffic, seatbelt, and driving under the influence (DUI) violations, along with the purchase of equipment and training. GPD submits highway safety project proposals annually to the Arizona GOHS for Federal Fiscal Year (FFY) funding. The proposals are carefully considered by an evaluation team at the Arizona GOHS who reviews agency performance, program priority area, problem identification, consistency of reporting and available funding levels. As a result of this evaluation process, the proposal submitted by GPD for STEP overtime expenses has been included in Arizona's FFY 2016 Highway Safety Plan.

Through the STEP, GPD works to improve the enforcement of traffic safety laws intended to reduce death, injury, and property damage; and to promote roadway safety, along with deterring aggressive and distracted drivers. According to the National Highway Traffic Safety Administration (NHTSA), the premise of the STEP model is that an individual's discomfort or concern about being stopped for a traffic safety violation outweighs the desire not to comply with the law. NHTSA reports that a strong partnership between traffic safety and law enforcement professionals forms the foundation of the STEP model. The goal of STEPs is to encourage motorists to drive safely.

**Analysis**

If approved, the grant funds will be used for the overtime expenses incurred as a result of officers participating in the STEP. Without these grant funds, the city would be responsible for the overtime expenses, or the overtime opportunity would be eliminated. Staff is requesting that Council adopt the proposed resolution, which authorizes the City Manager to enter into a contract with the Arizona GOHS and accept a grant in the approximate amount of \$25,000.

**Previous Related Council Action**

On October 14, 2014, Council adopted a resolution (No. 4871 New Series) authorizing the City Manager to enter into contract 2015-PT-015 with the Arizona GOHS and accept a grant in the approximate amount of \$20,000 for the STEP overtime expenses.

**Community Benefit/Public Involvement**

If the requested action is approved, the funded overtime will allow GPD officers to participate in saturation patrols throughout the City of Glendale to deter aggressive and distracted drivers and detect speeding, in effort to reduce the traffic incidents, accidents, and fatalities. This enhanced enforcement assists with keeping the roadways safe for the citizens of Glendale.

**Budget and Financial Impacts**

There is no financial match requirement for this grant. A specific project account will be established in Fund 1840, the city's grant fund, once the contract is fully executed.

RESOLUTION NO. 5024 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION AND ACCEPTING THE GRANT OFFER FROM THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) FOR THE SUPPORT OF PERSONNEL SERVICES (OVERTIME) AND EMPLOYEE RELATED EXPENSES TO ENHANCE SPEED ENFORCEMENT THROUGHOUT THE CITY OF GLENDALE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council of the City of Glendale hereby accepts the grant offer from the Arizona Governor's Office of Highway Safety (GOHS Contract Number 2016-PT-013) in the amount of \$25,000 for the support of personnel services (overtime) and related expenses to enhance the Selective Traffic Enforcement Program (STEP) throughout the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute any and all documents necessary for the acceptance of said grant on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA 20.600

<b>1. APPLICANT AGENCY</b> Glendale Police Department	<b>GOHS CONTRACT NUMBER:</b> 2016-PT-013
<b>ADDRESS</b> 6835 N. 57th Drive, Glendale, AZ 85301	<b>PROGRAM AREA:</b> 402-PT
<b>2. GOVERNMENTAL UNIT</b> City of Glendale	<b>AGENCY CONTACT:</b> Robert Jones
<b>ADDRESS</b> 5850 W. Glendale Ave, Glendale, AZ 85301	<b>3. PROJECT TITLE:</b> STEP Enforcement Overtime
<b>4. GUIDELINES:</b> 402-Police Traffic (PT)	
<b>5. BRIEFLY STATE PURPOSE OF PROJECT:</b> Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance STEP Enforcement throughout the City of Glendale.	
<b>6. BUDGET COST CATEGORY</b>	<b>Project Period FFY 2016</b>
<b>I. Personnel Services</b>	\$18,868.00
<b>II. Employee Related Expenses</b>	\$6,132.00
<b>III. Professional and Outside Services</b>	\$0.00
<b>IV. Travel In-State</b>	\$0.00
<b>V. Travel Out-of-State</b>	\$0.00
<b>VI. Materials and Supplies</b>	\$0.00
<b>VII. Capital Outlay</b>	\$0.00
<b>TOTAL ESTIMATED COSTS</b>	<b>\$25,000.00</b>
<b>PROJECT PERIOD</b>	<b>FROM: Effective Date</b> <i>(Date of GOHS Director Signature)</i> <b>TO: 09-30-2016</b>
<b>CURRENT GRANT PERIOD</b>	<b>FROM: 10-01-2015</b> <b>TO: 09-30-2016</b>
<b>TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$25,000.00</b>	
A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.	

**PROBLEM IDENTIFICATION AND RESOLUTION:****Agency Background:**

The City of Glendale has approximately 70 square miles of roadway that consist of residential streets, main arterial roadways, and several miles of freeway. Glendale has a 14 mile stretch of the Loop 101 Agua Fria Freeway that borders the north and west portion of Glendale and the entertainment districts. The total roadways in the City of Glendale may reach in the excess of 800 miles within the next few years; and Glendale will exceed that figure if annexation of land continues. With future annexation, the City of Glendale may have a portion of the Loop 303 Freeway in the far west portion of Glendale. These roadways and mileage will continue to expand in the near future with the increase of infrastructure and annexation.

Glendale, Arizona is the fourth largest city of the commercial, industrial, and educational hub of the northwest Phoenix metropolitan area. Currently, Glendale has an ever-growing estimated population of 230,000 people; with over 95,000 households. The City of Glendale is the home of the Phoenix Coyotes and Arizona Cardinals professional sports teams; as well as the new Camelback Ranch Major League Baseball Training Facility, home of the Los Angeles Dodgers, and Chicago White Sox.

**Agency Problem:**

The Glendale Police Department proposal is requesting grant funding for STEP/Speed enforcement overtime. The STEP/Speed enforcement overtime will be utilized to participate in STEP details and saturation patrols throughout the City of Glendale, while educating the community. The Glendale Police Department plans to improve the enforcement of traffic safety laws intended to reduce death, injury, and property damage and promote roadway safety; along with deterring aggressive and distracted drivers. The Glendale Police Department will continue public awareness associated with the dangers of speeding, aggressive and distracted driving; while continuing to provide training and updates on traffic laws to Glendale Police Department Officers.

**Agency Attempts to Solve Problem:**

The Glendale Police Department is dedicated in increasing the efforts to deter aggressive and distracted drivers, curb speeding, while still making the City of Glendale a safe place to travel to and from. Since the inception of the full time STEP Enforcement Squad, it has become a full squad of expertly trained STEP Enforcement motorcycle officers that are well versed in Speed detection and deterrence. The training and experience provided by Glendale Police Department allows officers to detect those offenders speeding, which makes a large impact on the number of devastating traffic collisions when aggressive driving is a factor. Just as important, is the motivation of each of these Glendale Police Department Officers; plus the understanding that their efforts are making a difference within the City of Glendale.

**Agency Funding:**

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance STEP Enforcement throughout the City of Glendale.

**How Agency Will Solve Problem With Funding:**

The Glendale Police Department plans to utilize grant funding for STEP/Speed/Police Traffic overtime enforcement throughout the federal fiscal year by participating in STEP/Speed Task Force details and saturation patrols. The Glendale Police Department will continue to monitor the STEP/Speed enforcement program; and will continually report necessary STEP/Speed/Police Traffic statistical data to ensure accurate comparisons of STEP/Speed citations, and warnings that are issued. The Glendale Police Department will continue to increase the public's awareness associated with the dangers of speeding, aggressive/distracted driving; and continue to provide training and updates on traffic laws to Glendale Police Department Officers.

**GOALS/OBJECTIVES:**

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance STEP Enforcement throughout the City of Glendale.

Expenditures of funding pertaining to the PT/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the PT/Selective Traffic Enforcement Program Goals provided by the Arizona Governor's Office of Highway Safety. The PT/Selective Traffic Enforcement Program Goal is to reduce the incidence of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running and other forms of risky driving behavior through enforcement, education and public awareness throughout the State of Arizona.

**MEDIA RELEASE**

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Speeding in terms of money, criminal and human consequences.**

The Glendale Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Glendale Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

**PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency.**

**METHOD OF PROCEDURE:**

The Glendale Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

**PRESS RELEASE:**

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.



**BAC TESTING AND REPORTING REQUIREMENTS:**

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

**Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported.** Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

**PURSUIT POLICY:**

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

**SPECIFIC REQUIREMENTS:****PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –****Requirements for Professional and Outside Services:**

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

**Requirements for Public Information and Education Materials:**

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

**Requirements for Paid Media:**

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

**METHOD OF PROCUREMENT:**

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Glendale Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

**State Contract:**

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

**PROJECT EVALUATION:**

This project shall be administratively evaluated to ensure that the objectives have been met.

**Quarterly Report**

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

**Report Schedule**

<b>Reporting Period</b>	<b>Due Date</b>
<b>1<sup>st</sup> Quarterly Report</b> (October 1 to December 31, 2015)	January 30, 2016
<b>2<sup>nd</sup> Quarterly Report</b> (January 1 to March 31, 2016)	April 30, 2016
<b>3<sup>rd</sup> Quarterly Report</b> (April 1 to June 30, 2016)	July 30, 2016
<b>4<sup>th</sup> Quarterly Report</b> (July 1 to September 30, 2016)	October 15, 2016
<b>Final Statement of Accomplishment</b>	October 15, 2016

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor’s Office of Highway Safety.

**NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

**Final Statement of Accomplishment**

The Project Director shall submit a Final Statement of Accomplishment Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishment Report.

**Note:** Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

**Debora Black, Chief, Glendale Police Department, shall serve as Project Director.**

**Robert Jones, Lieutenant, Glendale Police Department, shall serve as Project Administrator.**

**Gabby Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.**

**REPORT OF COSTS INCURRED (RCI):**

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

**The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.**

**PROJECT MONITORING:**

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

**Types of Monitoring**

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

<b>Monitoring Schedule</b>	
<b>Total Awarded Amount:</b>	<b>Type of Monitoring:</b>
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	In-House GOHS Review
\$100,000+	On-Site Review
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

### **Documentation**

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

### **PROJECT PERIOD:**

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

### **DURATION:**

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

**ESTIMATED COSTS:**

I.	Personnel Services (overtime)	\$18,868.00
II.	Employee Related Expenses (ERE)	\$6,132.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	<b>TOTAL ESTIMATED COSTS</b>	<b>*\$25,000.00</b>

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Glendale Police Department shall absorb any and all expenditures in excess of \$25,000.00.

**QUARTERLY ENFORCEMENT REPORT  
(Submitted to GOHS)**

**Reporting Period**

<b>DESCRIPTION</b>	<b>CONTRACT ACTIVITY</b>	<b>AGENCY ACTIVITY</b>
<b>TOTAL DUI ARRESTS</b>		
<b>TOTAL MISDEMEANOR DUI ARRESTS</b>		
<b>TOTAL EXTREME DUI .15 ARRESTS</b>		
<b>TOTAL AGGRAVATED DUI ARRESTS</b>		
<b>TOTAL DUI DRUG ARRESTS</b>		
<b>TOTAL DRE EVALUATIONS</b>		
<b>SOBER DESIGNATED DRIVERS CONTACTED</b>		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
<b>TOTAL AGENCY CITATIONS</b>		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
<b>SEAT BELT CITATIONS</b>		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

**I. Project Monitoring, Reports, and Inspections**

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

**II. Reimbursement of Eligible Expenses**

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XX herein, "Termination and Abandonment".



- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

### **III. Property Agreement**

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

### **IV. Travel**

#### In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

### **V. Standard of Performance**

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

### **VI. Hold Harmless Agreement**

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

**VII. Non-Assignment and Sub-Contracts**

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

**VIII. Work Products and Title to Commodities and Equipment**

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

**IX. Copyrights and Patents**

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

**X. "Common Rule" and OMB Circular No. A-102 (Revised)**

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

**XI. Equal Opportunity**

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
  2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

**XII. Executive Order 2009-09**

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

**XIII. Application of Hatch Act**

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

**XIV. Minority Business Enterprises (MBE) Policy and Obligation**

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds

provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

**XV. Arbitration Clause, ARS §12-1518**

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

**XVI. Inspection and Audit, ARS §35-214**

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

**XVII. Appropriation of Funds by U.S. Congress**

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

**XVIII. Continuation of Highway Safety Program**

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

**XIX. E-Verify**

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

**XX. Termination and Abandonment**

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

#### **XXI. Cancellation Statute**

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

**AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE****Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

**Certificate of Compliance**

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

**Certification of Non-Duplication of Grant Funds Expenditure**

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

**Single Audit Act**

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

**Buy America Act**

In accordance with the Buy America Act (49 U.S.C. 5323(j)):  
Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

**REIMBURSEMENT INSTRUCTIONS**

**1. Agency Official preparing the Report of Costs Incurred:**

Name: DEBORA BLACK  
Title: POLICE CHIEF  
Telephone Number: 623 930-3285 Fax Number: \_\_\_\_\_  
E-mail Address: dblack@glendaleAZ.com

**2. Agency's Fiscal Contact:**

Name: DAVID RICE  
Title: MANAGEMENT ASSISTANT  
Telephone Number: 623 930-3290 Fax Number: 623 931-2103  
E-mail Address: dRice@glendaleAZ.com  
Federal Identification Number: 816-6000247

**3. REIMBURSEMENT INFORMATION:**

**Warrant/Check to be made payable to:**

CITY OF GLENDALE ACH

**Warrant/Check to be mailed to:**

GLENDALE POLICE DEPARTMENT

(Agency)

10835 N. 57TH DR

(Address)

GLENDALE AZ 85301

(City, State, Zip Code)

**Lobbying Restrictions**

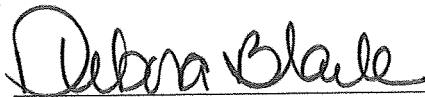
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Signature of Project Director:*

Debora Black, Chief  
Glendale Police Department



9-9-2015 623-930-3285  
Date Telephone

*Signature of Authorized Official of  
Governmental Unit:*

Dick Bowers, Glendale City Manager  
City of Glendale

\_\_\_\_\_  
Date Telephone



**AUTHORITY & FUNDS**

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-PT, as approved for by the National Highway Traffic Safety Administration.

2.     **A.     EFFECTIVE DATE:**   **B.     FEDERAL FUNDS:**  
  
              Authorization to Proceed Date   \$25,000.00

3.     **AGREEMENT AND AUTHORIZATION TO PROCEED**  
      by State Official responsible to Governor for the  
      administration of the State Highway Safety Agency

\_\_\_\_\_  
Alberto Gutier, Director  
Governor's Office of Highway Safety  
Governor's Highway Safety Representative

\_\_\_\_\_  
Approval Date



## Legislation Description

---

**File #: 15-625, Version: 1**

---

**AUTHORIZATION TO ENTER INTO CONTRACT 2016-OP-003 WITH THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND ACCEPT A GRANT FOR THE OCCUPANT PROTECTION ENFORCEMENT OVERTIME EXPENSES**

Staff Contact: Debora Black, Police Chief

**Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into contract 2016-OP-003 with the Arizona Governor's Office of Highway Safety (GOHS) and accept a grant in the approximate amount of \$30,000 for Occupant Protection Enforcement overtime and employee related expenses.

**Background**

Since 1995, the Glendale Police Department (GPD) has been receiving Arizona GOHS grant funds for use in the enforcement of traffic, seatbelt, and driving under the influence (DUI) violations, along with the purchase of equipment and training. GPD submits highway safety project proposals annually to the Arizona GOHS for Federal Fiscal Year (FFY) funding. The proposals are carefully considered by an evaluation team at the Arizona GOHS who reviews agency performance, program priority area, problem identification, consistency of reporting and available funding levels. As a result of this evaluation process, the proposal submitted by GPD for Occupant Protection Enforcement overtime and employee related expenses has been included in Arizona's FFY 2016 Highway Safety Plan.

The Occupant Protection Enforcement and Education strategy has been proven to significantly reduce the chance of death and injuries to drivers and passengers in vehicles. A number of factors contribute to the risk of collision, including vehicle design, speeding, road design, and driver skill, impairment, or behavior. Through education and enforcement, drivers and passengers are encouraged to consistently use their seatbelts and child safety seats. This has been identified to reduce and minimize the effects of a collision. GPD has participated in the "Click it or Ticket" program for several years and intends to continue its efforts of having drivers buckle-up to save lives in the community.

**Analysis**

If approved, the grant funds will be used for the overtime expenses incurred as a result of officers participating in Occupant Protection Enforcement. Without these grant funds, the city would be responsible for the overtime expenses, or the overtime opportunity would be eliminated. Staff is requesting that Council adopt the proposed resolution, which authorizes the City Manager to enter into a contract with the Arizona GOHS and accept a grant in the approximate amount of \$30,000.

**Previous Related Council Action**

On October 14, 2014, Council adopted a resolution (No. 4872 New Series) authorizing the City Manager to enter into contract 2015-OP-003 with the Arizona GOHS and accept a grant in the approximate amount of \$40,000 for Occupant Protection Enforcement and Education overtime expenses.

**Community Benefit/Public Involvement**

If the requested action is approved, the funded overtime will allow GPD officers to participate in occupant protection patrols throughout the City of Glendale, educating motorists of the importance of using seat belts and child safety seats, in effort to reduce the traffic accident injuries and fatalities that occur. This enhanced enforcement assists with keeping the roadways safe for the citizens of Glendale.

**Budget and Financial Impacts**

There is no financial match requirement for this grant. A specific project account will be established in Fund 1840, the city's grant fund, once the contract is fully executed.

RESOLUTION NO. 5025 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION AND ACCEPTING THE GRANT OFFER FROM THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR PERSONNEL SERVICES (OVERTIME) AND EMPLOYEE RELATED EXPENSES TO ENHANCE OCCUPANT PROTECTION ENFORCEMENT AND EDUCATION THROUGHOUT THE CITY OF GLENDALE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council of the City of Glendale hereby accepts the grant offer from the Arizona Governor's Office of Highway Safety (GOHS Contract Number 2016-OP-003) in the amount of \$30,000 for personnel services (overtime) and employee related expenses to enhance Occupant Protection Enforcement and Education throughout the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute any and all documents necessary for the acceptance of said grant on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA 20.600

<b>1. APPLICANT AGENCY</b> Glendale Police Department	<b>GOHS CONTRACT NUMBER:</b> 2016-OP-003
<b>ADDRESS</b> 6835 N. 57th Drive, Glendale, AZ 85301	<b>PROGRAM AREA:</b> 402-OP
<b>2. GOVERNMENTAL UNIT</b> City of Glendale	<b>AGENCY CONTACT:</b> Robert Jones
<b>ADDRESS</b> 5850 W. Glendale Ave, Glendale, AZ 85301	<b>3. PROJECT TITLE:</b> Occupant Protection Enforcement Overtime
<b>4. GUIDELINES:</b> 402-Occupant Protection (OP)	

**5. BRIEFLY STATE PURPOSE OF PROJECT:**  
Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance Occupant Protection Enforcement throughout the City of Glendale.

<b>6. BUDGET COST CATEGORY</b>	<b>Project Period FFY 2016</b>
<b>I. Personnel Services</b>	\$22,642.00
<b>II. Employee Related Expenses</b>	\$7,358.00
<b>III. Professional and Outside Services</b>	\$0.00
<b>IV. Travel In-State</b>	\$0.00
<b>V. Travel Out-of-State</b>	\$0.00
<b>VI. Materials and Supplies</b>	\$0.00
<b>VII. Capital Outlay</b>	\$0.00
<b>TOTAL ESTIMATED COSTS</b>	<b>\$30,000.00</b>

**PROJECT PERIOD** FROM: Effective Date  
(Date of GOHS Director Signature) TO: 09-30-2016

**CURRENT GRANT PERIOD** FROM: 10-01-2015 TO: 09-30-2016

**TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$30,000.00**

**A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.**

**PROBLEM IDENTIFICATION AND RESOLUTION:****Agency Background:**

The City of Glendale has approximately 70 square miles of roadway that consist of residential streets, main arterial roadways, and several miles of freeway. Glendale has a 14 mile stretch of the Loop 101 Agua Fria Freeway that borders the north and west portion of Glendale and the entertainment districts. The total roadways in the City of Glendale may reach in the excess of 800 miles within the next few years; and Glendale will exceed that figure if annexation of land continues. With future annexation, the City of Glendale may have a portion of the Loop 303 Freeway in the far west portion of Glendale. These roadways and mileage will continue to expand in the near future with the increase of infrastructure and annexation.

Glendale, Arizona is the fourth largest city of the commercial, industrial, and educational hub of the northwest Phoenix metropolitan area. Currently, Glendale has an ever-growing estimated population of 230,000 people; with over 95,000 households. The City of Glendale is the home of the Phoenix Coyotes and Arizona Cardinals professional sports teams; as well as the new Camelback Ranch Major League Baseball Training Facility, home of the Los Angeles Dodgers, and Chicago White Sox.

**Agency Problem:**

The Glendale Police Department proposal is requesting grant funding for Occupant Protection enforcement to participate in improving the usage of seatbelts and child safety seats within the City of Glendale. Motor vehicle collisions continue to be the leading cause of death, serious injury, and property damage in the State of Arizona. A number of factors contribute to the risk of collision; including, vehicle design, speeding, road design, and driver skill and/or impairment, plus driver behavior. The human factor has been consistently identified in reducing collisions and minimizing their effects, by consistently using seat belts and child safety seats. The Occupant Protection enforcement and education strategy has been proven to significantly reduce the chance of death and injuries of passengers in vehicles. For these reasons, the Glendale Police Department is requesting grant funding to continue enforcement, education, and public awareness activities within the City of Glendale.

**Agency Attempts to Solve Problem:**

The Glendale Police Department has participated in the "Click it or Ticket" program for several years. The program provides targeted enforcement and education related to occupant protection. Also, media support is used in order to raise awareness of the problem surrounding seat belt safety. The Glendale Police Department also lays out sensible arguments for seat belt usage at mock crash demonstrations at local high schools and community anti-crime events. Other enforcement efforts have been primarily in conjunction with traffic enforcement stops, since seat belt violations are not primary violations in the State of Arizona.

**Agency Funding:**

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance Occupant Protection Enforcement throughout the City of Glendale.

**How Agency Will Solve Problem With Funding:**

The Glendale Police Department plans to utilize grant funding for Occupant Protection enforcement overtime throughout the federal fiscal year by participating in Occupant Protection details and educating motorists of the importance of using seat belts and child safety seats. The Glendale Police Department will continue to monitor the Occupant Protection enforcement program; and will continually report necessary statistical data to ensure compliance with reporting requirements. The Glendale Police Department will continue to increase the public's awareness associated with the dangers of not using seat belts and child safety seats; and continue to provide training and updates on Occupant Protection traffic laws to Glendale Police Department Officers.

**GOALS/OBJECTIVES:**

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance Occupant Protection Enforcement throughout the City of Glendale.

Expenditures of funding pertaining to the OP/Occupant Protection Program including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Occupant Protection Program Goals provided by the Arizona Governor's Office of Highway Safety. The Occupant Protection Program Goal is to improve the use of seatbelts and child safety seats, to reduce the number of fatalities and injuries due to vehicular crashes throughout the State of Arizona.

**MEDIA RELEASE**

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Occupant Protection in terms of money, criminal and human consequences.**

The Glendale Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Glendale Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

**PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency.**

**METHOD OF PROCEDURE:**

The Glendale Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Occupant Protection Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

**PRESS RELEASE:**

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

**BAC TESTING AND REPORTING REQUIREMENTS:**

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

**Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported.** Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

**PURSUIT POLICY:**

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

**SPECIFIC REQUIREMENTS:****PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –****Requirements for Professional and Outside Services:**

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

**Requirements for Public Information and Education Materials:**

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

**Requirements for Paid Media:**

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

**METHOD OF PROCUREMENT:**

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Glendale Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.



**State Contract:**

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

**PROJECT EVALUATION:**

This project shall be administratively evaluated to ensure that the objectives have been met.

**Quarterly Report**

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

**Report Schedule**

Reporting Period	Due Date
<b>1<sup>st</sup> Quarterly Report</b> (October 1 to December 31, 2015)	January 30, 2016
<b>2<sup>nd</sup> Quarterly Report</b> (January 1 to March 31, 2016)	April 30, 2016
<b>3<sup>rd</sup> Quarterly Report</b> (April 1 to June 30, 2016)	July 30, 2016
<b>4<sup>th</sup> Quarterly Report</b> (July 1 to September 30, 2016)	October 15, 2016
<b>Final Statement of Accomplishment</b>	October 15, 2016

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

**NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

**Final Statement of Accomplishment**

The Project Director shall submit a Final Statement of Accomplishment Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishment Report.

**Note:** Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

**Debora Black, Chief, Glendale Police Department, shall serve as Project Director.**

**Robert Jones, Lieutenant, Glendale Police Department, shall serve as Project Administrator.**

**Gabby Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.**

**REPORT OF COSTS INCURRED (RCI):**

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

**The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.**

**PROJECT MONITORING:**

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

**Types of Monitoring**

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

<b>Monitoring Schedule</b>	
<b>Total Awarded Amount:</b>	<b>Type of Monitoring:</b>
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	In-House GOHS Review
\$100,000+	On-Site Review
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

### **Documentation**

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

### **PROJECT PERIOD:**

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

### **DURATION:**

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

**ESTIMATED COSTS:**

I.	Personnel Services (overtime)	\$22,642.00
II.	Employee Related Expenses (ERE)	\$7,358.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	<b>TOTAL ESTIMATED COSTS</b>	<b>*\$30,000.00</b>

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Glendale Police Department shall absorb any and all expenditures in excess of \$30,000.00.

**QUARTERLY ENFORCEMENT REPORT  
(Submitted to GOHS)**

**Reporting Period**

<b>DESCRIPTION</b>	<b>CONTRACT ACTIVITY</b>	<b>AGENCY ACTIVITY</b>
<b>TOTAL DUI ARRESTS</b>		
<b>TOTAL MISDEMEANOR DUI ARRESTS</b>		
<b>TOTAL EXTREME DUI .15 ARRESTS</b>		
<b>TOTAL AGGRAVATED DUI ARRESTS</b>		
<b>TOTAL DUI DRUG ARRESTS</b>		
<b>TOTAL DRE EVALUATIONS</b>		
<b>SOBER DESIGNATED DRIVERS CONTACTED</b>		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
<b>TOTAL AGENCY CITATIONS</b>		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
<b>SEAT BELT CITATIONS</b>		
CHILD SAFETY SEAT CITATIONS		

**CERTIFICATIONS AND AGREEMENTS**

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

**I. Project Monitoring, Reports, and Inspections**

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

**II. Reimbursement of Eligible Expenses**

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

### **III. Property Agreement**

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

### **IV. Travel**

#### In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

### **V. Standard of Performance**

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

### **VI. Hold Harmless Agreement**

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.



**VII. Non-Assignment and Sub-Contracts**

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

**VIII. Work Products and Title to Commodities and Equipment**

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

**IX. Copyrights and Patents**

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

**X. "Common Rule" and OMB Circular No. A-102 (Revised)**

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

**XI. Equal Opportunity**

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
  2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

**XII. Executive Order 2009-09**

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

**XIII. Application of Hatch Act**

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

**XIV. Minority Business Enterprises (MBE) Policy and Obligation**

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds

provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

**XV. Arbitration Clause, ARS §12-1518**

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

**XVI. Inspection and Audit, ARS §35-214**

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

**XVII. Appropriation of Funds by U.S. Congress**

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

**XVIII. Continuation of Highway Safety Program**

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

**XIX. E-Verify**

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

**XX. Termination and Abandonment**

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

#### **XXI. Cancellation Statute**

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

**AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE****Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

**Certificate of Compliance**

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

**Certification of Non-Duplication of Grant Funds Expenditure**

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

**Single Audit Act**

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

**Buy America Act**

In accordance with the Buy America Act (49 U.S.C. 5323(j)):  
Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

**REIMBURSEMENT INSTRUCTIONS**

**1. Agency Official preparing the Report of Costs Incurred:**

Name: Deborah Black  
Title: Police Chief  
Telephone Number: 623 930-3285 Fax Number: \_\_\_\_\_  
E-mail Address: dblack@glendaleAZ.com

**2. Agency's Fiscal Contact:**

Name: David Rice  
Title: Management Assistant  
Telephone Number: 623 930-3296 Fax Number: 623 930-2103  
E-mail Address: DRice@glendaleAZ.com  
Federal Identification Number: 86-6000247

**3. REIMBURSEMENT INFORMATION:**

**Warrant/Check to be made payable to:**

CITY OF GLENDALE ACH

**Warrant/Check to be mailed to:**

Glendale Police Department  
(Agency)

6835 N. 57th DR  
(Address)

Glendale AZ 85301  
(City, State, Zip Code)

**Lobbying Restrictions**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

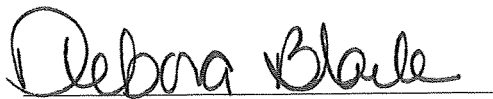
- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Signature of Project Director:*

*Signature of Authorized Official of  
Governmental Unit:*

Debora Black, Chief  
Glendale Police Department

Dick Bowers, Glendale City Manager  
City of Glendale



\_\_\_\_\_

9-9-2015 623-930-3285  
Date Telephone

\_\_\_\_\_ Date Telephone







## Legislation Description

---

**File #: 15-626, Version: 1**

---

**AUTHORIZATION TO ENTER INTO CONTRACT 2016-405d-002 WITH THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND ACCEPT A GRANT FOR DRIVING UNDER THE INFLUENCE/IMPAIRED DRIVING ENFORCEMENT OVERTIME EXPENSES**

Staff Contact: Debora Black, Police Chief

### **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into contract 2016-405d-002 with the Arizona Governor's Office of Highway Safety (GOHS) and accept a grant in the approximate amount of \$60,000 for Driving Under the Influence/Impaired Driving Enforcement overtime expenses.

### **Background**

Since 1995, the Glendale Police Department (GPD) has been receiving Arizona GOHS grant funds for use in the enforcement of traffic, seatbelt, and driving under the influence (DUI) violations, along with the purchase of equipment and training. GPD submits highway safety project proposals annually to the Arizona GOHS for Federal Fiscal Year (FFY) funding. The proposals are carefully considered by an evaluation team at the Arizona GOHS who reviews agency performance, program priority area, problem identification, consistency of reporting and available funding levels. As a result of this evaluation process, the proposal submitted by GPD for DUI/Impaired Driving Enforcement overtime expenses has been included in Arizona's FFY 2016 Highway Safety Plan.

To combat DUI violations and alcohol impaired drivers, the GPD implemented a full-time DUI enforcement squad in March 2004 and regularly participates in DUI Task Force operations that involve multiple police agencies working together to remove impaired drivers from roadways during holiday periods and throughout the year. The full-time DUI enforcement squad has become a team of expertly trained DUI enforcement motorcycle officers that are well versed in DUI detection and deterrence. The officers are trained and certified as drug recognition experts and horizontal gaze nystagmus technicians. This training and experience allows the officers on the squad to focus on the detection of drivers operating vehicles while impaired by alcohol and/or drugs.

### **Analysis**

If approved, the grant funds will be used for the overtime expenses incurred as a result of officers participating in DUI/Impaired Driving Enforcement. Without these grant funds, the city would be responsible for the overtime expenses, or the overtime opportunity would be eliminated. Staff is requesting that Council adopt the proposed resolution, which authorizes the City Manager to enter into a contract with the Arizona GOHS and accept a grant in the approximate amount of \$60,000.

**Previous Related Council Action**

On June 23, 2015, Council adopted a resolution (No. 4976 New Series) authorizing the City Manager to enter into grant agreement DUIAC-E-055 with the Arizona GOHS Oversight Council on Driving or Operating Under the Influence Abatement, and accept a grant in the approximate amount of \$50,000 for employee related overtime expenses to enhance DUI enforcement.

On October 14, 2014, Council adopted a resolution (No. 4874 New Series) authorizing the City Manager to enter into contract 2015-HV-008 with the Arizona GOHS and accept a grant in the approximate amount of \$30,000 for DUI/High Visibility Enforcement overtime expenses.

**Community Benefit/Public Involvement**

If the requested action is approved, the grant award will fund overtime allowing the GPD to continue with additional DUI enforcement activities and use more resources to detect impaired drivers, promoting roadway safety throughout the City of Glendale.

**Budget and Financial Impacts**

There is no financial match requirement for this grant. A specific project account will be established in Fund 1840, the city's grant fund, once the contract is fully executed.

RESOLUTION NO. 5026 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION AND ACCEPTING THE GRANT OFFER FROM THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR PERSONNEL SERVICES (OVERTIME) AND EMPLOYEE RELATED EXPENSES TO ENHANCE DUI/IMPAIRED DRIVING ENFORCEMENT THROUGHOUT THE CITY OF GLENDALE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council of the City of Glendale hereby accepts the grant offer from the Arizona Governor's Office of Highway Safety (GOHS Contract Number 2016-405d-002) in the amount of \$60,000 for personnel services (overtime) and employee related expenses to enhance DUI/Impaired Driving Enforcement throughout the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute any and all documents necessary for the acceptance of said grant on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
M A Y O R

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA 20.616

1. <b>APPLICANT AGENCY</b> Glendale Police Department	<b>GOHS CONTRACT NUMBER:</b> 2016-405d-002
ADDRESS 6835 N. 57th Drive, Glendale, AZ 85301	<b>PROGRAM AREA:</b> 405d
2. <b>GOVERNMENTAL UNIT</b> City of Glendale	<b>AGENCY CONTACT:</b> Robert Jones
ADDRESS 5850 W. Glendale Ave, Glendale, AZ 85301	3. <b>PROJECT TITLE:</b> DUI/Impaired Driving Enforcement Overtime
4. <b>GUIDELINES:</b> 405d	

5. **BRIEFLY STATE PURPOSE OF PROJECT:**  
Federal 405d funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of Glendale.

6. <b>BUDGET COST CATEGORY</b>	<b>Project Period FFY 2016</b>
I. <b>Personnel Services</b>	\$45,283.00
II. <b>Employee Related Expenses</b>	\$14,717.00
III. <b>Professional and Outside Services</b>	\$0.00
IV. <b>Travel In-State</b>	\$0.00
V. <b>Travel Out-of-State</b>	\$0.00
VI. <b>Materials and Supplies</b>	\$0.00
VII. <b>Capital Outlay</b>	\$0.00
<b>TOTAL ESTIMATED COSTS</b>	<b>\$60,000.00</b>

**PROJECT PERIOD** FROM: Effective Date  
(Date of GOHS Director Signature) TO: 09-30-2016

**CURRENT GRANT PERIOD** FROM: 10-01-2015 TO: 09-30-2016

**TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$60,000.00**

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

**PROBLEM IDENTIFICATION AND RESOLUTION:****Agency Background:**

The City of Glendale has approximately 70 square miles of roadway that consist of residential streets, main arterial roadways, and several miles of freeway. Glendale has a 14 mile stretch of the Loop 101 Agua Fria Freeway that borders the north and west portion of Glendale and the entertainment districts. The total roadways in the City of Glendale may reach in the excess of 800 miles within the next few years; and Glendale will exceed that figure if annexation of land continues. With future annexation, the City of Glendale may have a portion of the Loop 303 Freeway in the far west portion of Glendale. These roadways and mileage will continue to expand in the near future with the increase of infrastructure and annexation.

Glendale, Arizona is the fourth largest city of the commercial, industrial, and educational hub of the northwest Phoenix metropolitan area. Currently, Glendale has an ever-growing estimated population of 230,000 people; with over 95,000 households. The City of Glendale is the home of the Phoenix Coyotes and Arizona Cardinals professional sports teams; as well as the new Camelback Ranch Major League Baseball Training Facility, home of the Los Angeles Dodgers, and Chicago White Sox.

**Agency Problem:**

The Glendale Police Department proposal is requesting grant funding for DUI/Impaired Driving enforcement overtime. The DUI/Impaired Driving enforcement overtime will be utilized to participate in DUI saturation patrols and DUI Task Force operations throughout the federal fiscal year. The DUI task force is an effective enforcement strategy involving multiple police agencies working together to remove impaired drivers from Glendale roadways during holiday periods and throughout the year. The Glendale Police Department continues to implement enforcement that stems from impaired driving; and continue its contribution to the DUI Task Force, which promotes roadway safety throughout the City of Glendale.

**Agency Attempts to Solve Problem:**

The Glendale Police Department is dedicated in increasing the efforts to curb impaired driving, while still making the City of Glendale a safe place to travel to and from. Since the inception of the full time DUI Enforcement Squad, it has become a full squad of expertly trained DUI Enforcement motorcycle officers that are well versed in DUI detection and deterrence. The squad consists of officers trained and certified as DRE (Drug Recognition Expert) and instructors, HGN (Horizontal Gaze Nystagmus) technicians and instructors; as well as qualified Law Enforcement Phlebotomists. This training and experience allows these officers to detect those offenders driving impaired by alcohol and/or drugs, which makes a large impact on the number of devastating traffic collisions when impairment is a factor. Just as important, is the motivation of each of these Glendale Police Department Officers; plus the understanding that their efforts are making a difference within the City of Glendale.

**Agency Funding:**

Federal 405d funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of Glendale.

**How Agency Will Solve Problem With Funding:**

The Glendale Police Department plans to utilize grant funding for DUI/Impaired Driving enforcement overtime throughout the federal fiscal year by participating in DUI saturation patrols and DUI Task Force operations. The Glendale Police Department will continue to monitor the DUI enforcement program; and will continually report necessary DUI statistical data to ensure accurate comparisons of DUI arrests, citations, and warnings that are issued. The Glendale Police Department will continue to increase the public's awareness associated with the dangers of drinking; while continuing to provide training and updates on DUI/Impaired Driving laws to Glendale Police Department Officers.

**GOALS/OBJECTIVES:**

Federal 405d funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of Glendale.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Impaired Driving Program Goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program Goal is to reduce the incidence of alcohol and drug related driving, fatalities and injuries through enforcement, education and public awareness throughout the State of Arizona. Law Enforcement personnel participating in Impaired Driving Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified.

**MEDIA RELEASE**

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI/Impaired Driving in terms of money, criminal and human consequences.**

The Glendale Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Glendale Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

**PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency.**

**METHOD OF PROCEDURE:**

The Glendale Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

**PRESS RELEASE:**

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

**BAC TESTING AND REPORTING REQUIREMENTS:**

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

**Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported.** Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

**PURSUIT POLICY:**

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

**SPECIFIC REQUIREMENTS:****PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –****Requirements for Professional and Outside Services:**

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

**Requirements for Public Information and Education Materials:**

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

**Requirements for Paid Media:**

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

**METHOD OF PROCUREMENT:**

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Glendale Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

**State Contract:**

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

**PROJECT EVALUATION:**

This project shall be administratively evaluated to ensure that the objectives have been met.

**Quarterly Report**

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

**Report Schedule**

<b>Reporting Period</b>	<b>Due Date</b>
<b>1<sup>st</sup> Quarterly Report</b> (October 1 to December 31, 2015)	January 30, 2016
<b>2<sup>nd</sup> Quarterly Report</b> (January 1 to March 31, 2016)	April 30, 2016
<b>3<sup>rd</sup> Quarterly Report</b> (April 1 to June 30, 2016)	July 30, 2016
<b>4<sup>th</sup> Quarterly Report</b> (July 1 to September 30, 2016)	October 15, 2016
<b>Final Statement of Accomplishment</b>	October 15, 2016

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor’s Office of Highway Safety.

**NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

**Final Statement of Accomplishment**

The Project Director shall submit a Final Statement of Accomplishment Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishment Report.

**Note:** Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.



**PROFESSIONAL AND TECHNICAL PERSONNEL:**

**Debora Black, Chief, Glendale Police Department, shall serve as Project Director.**

**Robert Jones, Lieutenant, Glendale Police Department, shall serve as Project Administrator.**

**Gabby Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.**

**REPORT OF COSTS INCURRED (RCI):**

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

**The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.**

**PROJECT MONITORING:**

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

**Types of Monitoring**

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

<b>Monitoring Schedule</b>	
<b>Total Awarded Amount:</b>	<b>Type of Monitoring:</b>
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	In-House GOHS Review
\$100,000+	On-Site Review
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

### **Documentation**

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

### **PROJECT PERIOD:**

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

### **DURATION:**

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

**ESTIMATED COSTS:**

I.	Personnel Services (overtime)	\$45,283.00
II.	Employee Related Expenses (ERE)	\$14,717.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	<b>TOTAL ESTIMATED COSTS</b>	<b>*\$60,000.00</b>

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Glendale Police Department shall absorb any and all expenditures in excess of \$60,000.00.

**QUARTERLY ENFORCEMENT REPORT  
(Submitted to GOHS)**

**Reporting Period**

<b>DESCRIPTION</b>	<b>CONTRACT ACTIVITY</b>	<b>AGENCY ACTIVITY</b>
<b>TOTAL DUI ARRESTS</b>		
<b>TOTAL MISDEMEANOR DUI ARRESTS</b>		
<b>TOTAL EXTREME DUI .15 ARRESTS</b>		
<b>TOTAL AGGRAVATED DUI ARRESTS</b>		
<b>TOTAL DUI DRUG ARRESTS</b>		
<b>TOTAL DRE EVALUATIONS</b>		
<b>SOBER DESIGNATED DRIVERS CONTACTED</b>		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
<b>TOTAL AGENCY CITATIONS</b>		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
<b>SEAT BELT CITATIONS</b>		
CHILD SAFETY SEAT CITATIONS		

**CERTIFICATIONS AND AGREEMENTS**

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

**I. Project Monitoring, Reports, and Inspections**

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

**II. Reimbursement of Eligible Expenses**

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

### **III. Property Agreement**

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

### **IV. Travel**

#### In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

### **V. Standard of Performance**

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

### **VI. Hold Harmless Agreement**

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

**VII. Non-Assignment and Sub-Contracts**

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

**VIII. Work Products and Title to Commodities and Equipment**

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

**IX. Copyrights and Patents**

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

**X. "Common Rule" and OMB Circular No. A-102 (Revised)**

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.



**XI. Equal Opportunity**

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
  2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

**XII. Executive Order 2009-09**

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

**XIII. Application of Hatch Act**

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

**XIV. Minority Business Enterprises (MBE) Policy and Obligation**

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds

provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

**XV. Arbitration Clause, ARS §12-1518**

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

**XVI. Inspection and Audit, ARS §35-214**

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

**XVII. Appropriation of Funds by U.S. Congress**

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

**XVIII. Continuation of Highway Safety Program**

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

**XIX. E-Verify**

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

**XX. Termination and Abandonment**

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

#### **XXI. Cancellation Statute**

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

**AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE****Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

**Certificate of Compliance**

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

**Certification of Non-Duplication of Grant Funds Expenditure**

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

**Single Audit Act**

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

**Buy America Act**

In accordance with the Buy America Act (49 U.S.C. 5323(j)):  
Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

**REIMBURSEMENT INSTRUCTIONS**

**1. Agency Official preparing the Report of Costs Incurred:**

Name: Deborah Black

Title: Police Chief

Telephone Number: 623 930-3285 Fax Number: \_\_\_\_\_

E-mail Address: dblack@glendaleAZ.com

**2. Agency's Fiscal Contact:**

Name: David Rice

Title: Management Assistant

Telephone Number: 623 930-3290 Fax Number: 623 931-2103

E-mail Address: drice@glendaleAZ.com

Federal Identification Number: 86-6065247

**3. REIMBURSEMENT INFORMATION:**

**Warrant/Check to be made payable to:**

City of Glendale - ACT

**Warrant/Check to be mailed to:**

Glendale Police Department  
(Agency)

6835 N. 57th Drive  
(Address)

Glendale, AZ 85301  
(City, State, Zip Code)

**Lobbying Restrictions**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Signature of Project Director:*

Debra Black, Chief  
Glendale Police Department



Sept 9, 2015 623-930-3285  
Date Telephone

*Signature of Authorized Official of  
Governmental Unit:*

Dick Bowers, Glendale City Manager  
City of Glendale

\_\_\_\_\_  
Date Telephone

**AUTHORITY & FUNDS**

1. This Project is authorized by 23 U.S.C. §405 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 405d, as approved for by the National Highway Traffic Safety Administration.

- |    |           |                                      |           |                           |
|----|-----------|--------------------------------------|-----------|---------------------------|
| 2. | <b>A.</b> | <b>EFFECTIVE DATE:</b>               | <b>B.</b> | <b>FEDERAL FUNDS:</b>     |
|    |           | <i>Authorization to Proceed Date</i> |           | <b><u>\$60,000.00</u></b> |

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**  
 by State Official responsible to Governor for the  
 administration of the State Highway Safety Agency

\_\_\_\_\_  
 Alberto Gutier, Director  
 Governor's Office of Highway Safety  
 Governor's Highway Safety Representative

\_\_\_\_\_  
 Approval Date



## Legislation Description

---

**File #:** 15-668, **Version:** 1

---

**AUTHORIZATION TO ACCEPT A FEDERAL FISCAL YEAR 2015 HOMELAND SECURITY GRANT PROGRAM AWARD AND ENTER INTO GRANT AGREEMENT NUMBER 150202-01 WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY**

Staff Contact: Debora Black, Police Chief

### **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to accept a Federal Fiscal Year (FFY) 2015 Homeland Security Grant Program Award on behalf of the Glendale Police Department (GPD) in the approximate amount of \$185,000 and enter into grant agreement number 150202-01 with the State of Arizona Department of Homeland Security (AZDOHS).

### **Background**

Since 1999, the City of Glendale has been able to leverage city funds with grant funds to enhance first responder preparedness. Grant funds have been used to purchase safety equipment to protect first responders, specialized equipment for technical operations, equipment to enhance communication efforts, preparedness training, and to enhance prevention and intervention programs.

The GPD submitted an application to the AZDOHS for consideration under the Homeland Security Grant Program for the purpose of strengthening chemical, biological, radiological, nuclear and explosive detection, response, and decontamination capabilities. The project titled "Glendale PD CBRNE / Tactical Negotiations Command Vehicle" has been fully funded under the State Homeland Security Grant Program for \$185,000. The grant performance period is October 1, 2015 through September 30, 2016.

### **Analysis**

If approved, GPD will use this grant award to purchase a Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) tactical negotiations command vehicle to assist Terrorism Liaison Officers with the Rapid Response Team on all special operations deployments requiring Special Weapons and Tactics (SWAT) and/or Explosive Ordnance Disposal (EOD) response. Staff is requesting Council adopt the proposed resolution authorizing the City Manager to accept the FFY 2015 Homeland Security Grant Program Award on behalf of the GPD and enter into an agreement number 150202-01 with the AZDOHS.

### **Previous Related Council Action**

On October 28, 2014, Council authorized the City Manager to accept two FFY 2014 Homeland Security Grant Program Awards on behalf of the GPD in the approximate amount of \$115,326 and enter into grant agreements (140803-01 and 140803-02) with the AZDOHS.



**Budget and Financial Impacts**

There is no financial match required for this award. A specific project account will be established in Fund 1840, the city's grant fund, once the agreement is fully executed.

RESOLUTION NO. 5027 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF THE FFY 2015 HOMELAND SECURITY GRANT PROGRAM AWARD (AGREEMENT NO. 150202-01) FROM THE STATE OF ARIZONA, DEPARTMENT OF HOMELAND SECURITY, TO ASSIST WITH THE GLENDALE PD CBRNE/TACTICAL NEGOTIATIONS COMMAND VEHICLE PROJECT IN THE APPROXIMATE AMOUNT OF \$185,000 ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council of the City of Glendale hereby accepts the FFY 2015 Homeland Security Grant Program Award from the State of Arizona, Department of Homeland Security for the Glendale PD CBRNE/Tactical Negotiations Command Vehicle project (Agreement No. 150202-01) in the approximate amount of \$185,000 on behalf of the Glendale Police Department.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute any and all documents necessary for the acceptance of said grant on behalf of the City of Glendale. Said agreement is on file in the office of the City Clerk of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager



# State of Arizona Department of Homeland Security



Governor Douglas A. Ducey

Director Gilbert M. Orrantia

September 11, 2015

Chief Debora Black  
Glendale Police Department  
6835 North 57th Drive  
Glendale, AZ 85301-3218

Subject: FFY 2015 Homeland Security Grant Program Award  
Subrecipient Agreement Number: **150202-01**  
Project Title: **Glendale PD CBRNE / Tactical Negotiations Command Vehicle**

Dear Chief Debora Black:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Glendale PD CBRNE / Tactical Negotiations Command Vehicle**" has been fully funded under the STATE HOMELAND SECURITY GRANT PROGRAM for **\$185,000**. The grant performance period is **October 1, 2015 through September 30, 2016**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Project Administration Page (enclosed).
2. Environmental and Historic Preservation (EHP) required documentation, if applicable (see enclosed EHP Designation Letter).
3. Two Subrecipient Agreements - go to [www.azdohs.gov](http://www.azdohs.gov) under Grants and download two original Subrecipient Agreements.
4. NIMS Compliance Certification - go to [www.azdohs.gov](http://www.azdohs.gov) under Grants and download one original certification.

Hard copies of the Subrecipient Agreement and NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2 (if applicable), 3 and 4 above is not signed and received by AZDOHS on or before January 31, 2016, this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Reimbursements are limited to approved quantities and funding thresholds.
- If your project requires an Environmental and Historic Preservation (EHP) review; this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, and the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide.
- Subrecipients are subject to the AZDOHS Site Monitoring Program.
- Quarterly programmatic reports must be submitted on the most recent form/template available on the AZDOHS website.
- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted

by the AZDOHS.

- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
  - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
  - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements available on the AZDOHS website.
- Subrecipients are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year to [audits@azdohs.gov](mailto:audits@azdohs.gov). The AZDOHS reserves the right to withhold reimbursement payments or future subrecipient agreements until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- The FFY 2015 federal award date as indicated in the U.S. DHS award package is 8/10/2015 with a total amount of funding of \$21,768,000. The Federal Award Identification Number is EMW-2015-SS-00084-S01.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Gilbert M. Orrantia  
Director

Cc: Lt. Brad Harkleroad

Attachments: Project Administration Page, Application Summary Page, Budget Narrative page(s), EHP Designation Letter

This form is to be signed and returned.

Grant #: **150202-01** Subrecipient: **Glendale Police Department**

Project Title: **Glendale PD CBRNE / Tactical Negotiations Command Vehicle**  
Grant Program: **STATE HOMELAND SECURITY GRANT PROGRAM**

1. Unit of Government: **Glendale Police Department**  
Point of Contact: **Lt. Brad Harkleroad**

Subrecipient Address:  
Street: **6835 North 57th Drive**

City/State/Zip: **Glendale, AZ 85301-3218**

Head of Agency: **Chief Debora Black**  
Authorized individual has delegated authority to make application on behalf of the agency.  
Phone#: **623-930-3059**

E-mail Address: **dblack@glendaleaz.com**

2. Organization Type: **Local Government / Municipality**
3. Region or Entity: **Central Region**
4. Initiative Title: **Strengthen CBRNE Detection, Response & Decontamination Capabilities-**
5. Total Dollar Amount Requested: **\$185,000** Total Dollar Amount Awarded: **\$185,000**

#### APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines and the Subrecipient Agreement. The signatures indicate the subrecipient agrees to the additional grant requirements outlined in the award letter. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Subrecipient Project Point of Contact

Lt. Brad Harkleroad

Print Name

Signature

Date

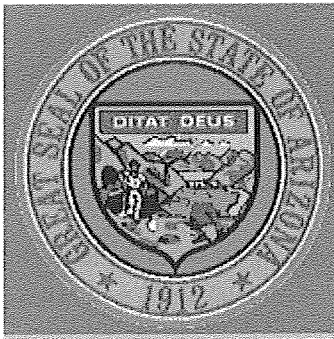
AZDOHS Staff

Print Name

Signature

Date

This form is to be signed and returned.



**STATE OF ARIZONA**  
 Department of Homeland Security  
**2015 STATE HOMELAND SECURITY GRANT PROGRAM**  
**PROJECT DETAIL**

Glendale Police Department

150202-01

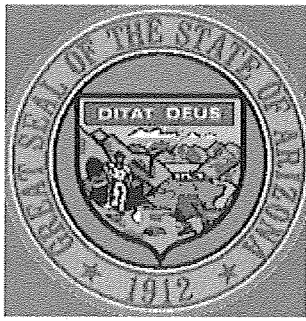
*Equipment - Budget Narrative*

**Budget Description:** List each item from your budget worksheet pages in the same order in which they are listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. Under the federal guidelines "Equipment" has been defined as any single item that has a value of more than 5,000 and a life expectancy greater than a year. However, for this budget narrative please be sure to include any and all items that can be found on the AEL. Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. The most current AEL can be found on line at the Responder Knowledge Base at the following website: [www.rkb.us](http://www.rkb.us). If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at [mstidham@azdohs.gov](mailto:mstidham@azdohs.gov).

<b>Brief Description and Utilization:</b>	The CBRNE command vehicle is a 30 foot box on chassis design that consists of 18 feet of work space and five separate work stations. The vehicle will be outfitted with emergency response lighting, communications, negotiations equipment to be used on all special operations deployments requiring SWAT and / or EOD response (Over 150 per year). Interior equipment includes direct link communications, Digital video recording, Refrigeration, Grease boards, Desk tops, Cabinets, Generator, Video Monitors, 4G router, Direct link throw phone with reels, Exterior awning. The vehicle is small enough to be used in all urban areas and the total cost includes all of the buildout and outfitting as it is on scheduled contract. This vehicle will store equipment which includes CBRNE response and detection capability and this project will allow for a much needed consolidation of equipment and personel to efficiently manage and
---	---

AEL #	Item Description	Quantity	Cost	Total Cost	AZDOHS Approved	Approved Quantity	Approved Cost
12VE-00-MISS	CBRNE / Tactical Negotiations Command Vehicle	1	\$185,000.00	\$185,000.00	Jake Kelly	1	\$185,000.00

Totals For Glendale Police Department Contract Number 150202-01    *Requested*    \$185,000.00    *Approved*    \$185,000.00



STATE OF ARIZONA  
Department of Homeland Security  
2015 STATE HOMELAND SECURITY GRANT PROGRAM  
PROJECT DETAIL

Glendale Police Department

150202-01

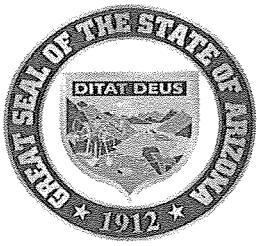
*Application Summary*

*Award Funded As Follows:*

---

	<i>Requested Amounts</i>	<i>Recommended Amounts</i>	<i>Awarded Amounts</i>
<i>Equipment</i>	\$185,000.00	\$185,000.00	\$185,000.00
<i>Training</i>	\$0.00	\$0.00	\$0.00
<i>Exercise</i>	\$0.00	\$0.00	\$0.00
<i>Planning</i>	\$0.00	\$0.00	\$0.00
<i>M &amp; A</i>	\$0.00	\$0.00	\$0.00
<i>Organization</i>	\$0.00	\$0.00	\$0.00
<i>Award Totals</i>	\$185,000.00	\$185,000.00	\$185,000.00

---



Governor Douglas A. Ducey

# State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

FFY 2015

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or [mstidham@azdohs.gov](mailto:mstidham@azdohs.gov) with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subrecipient agreement:

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.



# SUBRECIPIENT AGREEMENT

15-AZDOHS-HSGP-\_\_\_\_\_

Enter Subrecipient Agreement Number Above (e.g., 150xxx-xx)

Between

The Arizona Department of Homeland Security  
And

---

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

---

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Subrecipient Agreement.

I. **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **October 1, 2015** and shall terminate on **September 30, 2016**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled

“ \_\_\_\_\_ ”

Enter Title of Application Above

and funded at \$ \_\_\_\_\_ (as may have been modified by the award letter).

Enter Funded Amount Above

IV. **MANNER OF FINANCING**

The AZDOHS shall under the U.S. Department of Homeland Security grant #EMW-2015-SS-00084-S01 and CFDA #97.067:

a) Provide up to \$ \_\_\_\_\_ to the subrecipient for services provided under Paragraph III. Enter Funded Amount Above

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at [www.azdohs.gov](http://www.azdohs.gov). Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

**V. FISCAL RESPONSIBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

**VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING**

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the subrecipient expends more than \$750,000 from Federal awards. If the subrecipient has expended more than \$750,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipient's fiscal year end.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

**VII. APPLICABLE FEDERAL REGULATIONS**

The subrecipient must comply with the Notice of Funding Opportunity (NOFO) Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website

<http://www.dol.gov/compliance/laws/comp-dbra.htm>.

Included within the above mentioned guidance documents are provisions for the following:

### **National Incident Management System (NIMS)**

The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Notice of Funding Opportunity (NOFO).

### **Environmental Planning and Historic Preservation**

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

### **Consultants/Trainers/Training Providers**

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

### **Contractors/Subcontractors**

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in 2 CFR 200 and the NOFO. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which, in the opinion of the subrecipient, may result in litigation related in any way to the Agreement with the AZDOHS.

### **Personnel and Travel Costs**

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's

reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov>.

### **Procurement**

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: [www.azdohs.gov/grants/](http://www.azdohs.gov/grants/).

### **Training and Exercise**

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all exercise reimbursement requests.
- b) Within 90 days of completion of an exercise, or as prescribed by the most current HSEEP guidance, the exercise host subrecipient is required to email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Division of Emergency Management (ADEM) Exercise Branch.

### **Nonsupplanting Agreement**

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

### **E-Verify**

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

## Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.
- b) Nonexpendable Property and Capital Assets:
  1. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
  2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at [www.azdohs.gov/Grants/](http://www.azdohs.gov/Grants/). The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
  1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
  2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at [www.azdohs.gov/Grants/](http://www.azdohs.gov/Grants/).

## Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the NOFO.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

**VIII. DEBARMENT CERTIFICATION**

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

**IX. FUNDS MANAGEMENT**

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits. The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

**X. REPORTING REQUIREMENTS**

Regular reports by the subrecipient shall include:

- a) Programmatic Reports  
The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report form, which is posted at [www.azdohs.gov/Grants/](http://www.azdohs.gov/Grants/). If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.
- b) Quarterly Programmatic Reports are due:  
**January 15** (for the period from October 1– December 31)  
**April 15** (for the period from January 1 – March 31)  
**July 15** (for the period from April 1 – June 30)  
**October 15** (for the period from July 1 – September 30)
- c) Final Quarterly Report:  
The final quarterly report is due no more than fifteen (15) days after the end of the performance period. Subrecipients may submit a final quarterly report prior to the end of the



performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

- d) Property Control Form – if applicable:  
The subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.
  - a. In case of equipment disposition:  
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

e) Financial Reimbursements

**The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement.** Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

**XI. ASSIGNMENT AND DELEGATION**

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

**XII. AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

### **XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES**

#### **Article A – Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

#### **Article B - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 CFR § 200.313.

#### **Article C - DHS Specific Acknowledgements and Assurances**

All recipients of financial assistance must acknowledge and agree—and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

#### **Article D - Use of DHS Seal, Logo and Flags**

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.



### **Article E - USA Patriot Act of 2001**

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

### **Article F - Trafficking Victims Protection Act of 2000**

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect; or
3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

### **Article G - Non-supplanting Requirement**

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

### **Article H - Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

### **Article I - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

### **Article J - Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative

guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

#### **Article K - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

#### **Article L - False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

#### **Article M - Duplication of Benefits**

State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

#### **Article N - Drug-Free Workplace Regulations**

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

#### **Article O - Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

#### **Article P - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at: [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf), respectively.

#### **Article Q - Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article R - Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

#### **Article S - Assurances, Administrative Requirements and Cost Principles**

Recipients of DHS federal financial assistance must complete OMB Standard Form [424B Assurances – Non-Construction Programs](#). Certain assurances in this document may not be

applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to DHS award recipients originate from [2 CFR Part 200](#), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 CFR Part 3002.

#### **Article T - Age Discrimination Act of 1975**

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

#### **Article U - Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

#### **Article V - Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### **Article W- Civil Rights Act of 1968**

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

#### **Article X - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance

<https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lep.gov>.

#### **Article Y - SAFECOM**

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article Z - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

#### **Article AA - Rehabilitation Act of 1973**

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

#### **Article AB - Energy Policy and Conservation Act**

All recipients must comply with the requirements of [42 U.S.C. § 6201](#) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

#### **Article AC - Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in [37 CFR Part 401](#) and the standard patent rights clause in 37 CFR § 401.14.

#### **Article AD- Procurement of Recovered Materials**

All recipients must comply with section 6002 of the [Solid Waste Disposal Act](#), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **Article AE - Contract Provisions for Non-federal Entity Contracts under Federal Awards**

a) Contracts for more than the simplified acquisition threshold set at \$150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by [41 U.S.C. §1908](#),

must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b) Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

**Article AF - Terrorist Financing E.O. 13224**

All recipients must comply with [U.S. Executive Order 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

**Article AG - Whistleblower Protection Act**

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

**XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

**XV. AGREEMENT RENEWAL**

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

**XVI. RIGHT TO ASSURANCE**

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

**XVII. CANCELLATION FOR CONFLICT OF INTEREST**

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

**XVIII. THIRD PARTY ANTITRUST VIOLATIONS**

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

**XIX. AVAILABILITY OF FUNDS**

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate



this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

**XX. FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

**XXI. PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

**XXII. ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

**XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION**

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

**XXIV. ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

**XXV. RESTRICTIONS ON LOBBYING**

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

**XXVI. LICENSING**

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

**XXVII. NON-DISCRIMINATION**

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

**XXVIII. SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

**XXIX. SEVERABILITY**

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

**XXX. ADVERTISING AND PROMOTION OF AGREEMENT**

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

**XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

**XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

### **XXXIII. INDEMNIFICATION**

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

*Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, 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 the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.*

### **XXXIV. TERMINATION**

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

### **XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.



**XXXVI. PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

**XXXVII. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

**XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

**XXXIX. SPECIAL CONDITIONS**

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- d) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

**XL. NOTICES**

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security  
1700 West Washington Street, Suite 210  
Phoenix, AZ 85007

The subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at [www.azdohs.gov](http://www.azdohs.gov).

The AZDOHS shall address all notices relative to this Agreement to:

\_\_\_\_\_  
Enter Title, First & Last Name Above

\_\_\_\_\_  
Enter Agency Name Above

\_\_\_\_\_  
Enter Street Address Above

\_\_\_\_\_  
Enter City, State, ZIP Above

**XLI. IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

\_\_\_\_\_  
Enter Agency Name Above

\_\_\_\_\_  
Authorized Signature Above

\_\_\_\_\_  
Print Name & Title Above

\_\_\_\_\_  
Enter Date Above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

\_\_\_\_\_  
Gilbert M. Orrantia  
Director

\_\_\_\_\_  
Date

*(Complete and mail two original documents to the Arizona Department of Homeland Security.)*



## Legislation Description

---

**File #:** 15-669, **Version:** 1

---

**AUTHORIZATION TO ACCEPT A FEDERAL FISCAL YEAR 2015 HOMELAND SECURITY GRANT PROGRAM AWARD AND ENTER INTO GRANT AGREEMENT NUMBER 150808-01 WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY**

Staff Contact: Debora Black, Police Chief

### **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to accept a Federal Fiscal Year (FFY) 2015 Homeland Security Grant Program Award on behalf of the Glendale Police Department (GPD) in the approximate amount of \$5,946 and enter into grant agreement number 150808-01 with the State of Arizona Department of Homeland Security (AZDOHS).

### **Background**

Since 1999, the City of Glendale has been able to leverage city funds with grant funds to enhance first responder preparedness. Grant funds have been used to purchase safety equipment to protect first responders, specialized equipment for technical operations, equipment to enhance communication efforts, preparedness training, and to enhance prevention and intervention programs.

The GPD submitted an application to the AZDOHS for consideration under the Homeland Security Grant Program for the purpose of strengthening intelligence and information sharing capabilities. The project titled "Phoenix UASI Terrorism Liaison Officer - Glendale Police Department" has been fully funded under the Urban Area Security Initiative (UASI) for \$5,946. The grant performance period is October 1, 2015 through September 30, 2016 and GPD will use this grant award to assist with the Terrorism Liaison Officer (TLO) Sustainment Project.

### **Analysis**

If approved, a portion of the grant will be used for training that assists with staying current with trends and best practices within the federal grant process as well as law enforcement techniques and case law. The remaining grant funds will be used to maintain equipment to ensure communication capabilities during critical incidents or events involving critical infrastructures. Staff is requesting Council adopt the proposed resolution authorizing the City Manager to accept the FFY 2015 Homeland Security Grant Program Award on behalf of the GPD and enter into an agreement number 150808-01 with the AZDOHS.

### **Previous Related Council Action**

On October 28, 2014, Council authorized the City Manager to accept the FFY 2014 Homeland Security Grant Program Award on behalf of the GPD in the approximate amount of \$7,326 and enter into grant agreement

---

**File #: 15-669, Version: 1**

---

number 140803-01 with the AZDOHS.

**Budget and Financial Impacts**

There is no financial match required for this award. A specific project account will be established in Fund 1840, the city's grant fund, once the agreement is fully executed.

RESOLUTION NO. 5028 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF THE FFY 2015 HOMELAND SECURITY GRANT PROGRAM AWARD (AGREEMENT NO. 150808-01) FROM THE STATE OF ARIZONA, DEPARTMENT OF HOMELAND SECURITY, TO ASSIST WITH THE PHOENIX UASI TERRORISM LIAISON OFFICER PROJECT IN THE APPROXIMATE AMOUNT OF \$5,946 ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council of the City of Glendale hereby accepts the FFY 2015 Homeland Security Grant Program Award from the State of Arizona, Department of Homeland Security for the Phoenix UASI Terrorism Liaison Officer project (Agreement No. 150808-01) in the approximate amount of \$5,946 on behalf of the Glendale Police Department.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute any and all documents necessary for the acceptance of said grant on behalf of the City of Glendale. Said agreement is on file in the office of the City Clerk of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager



# State of Arizona Department of Homeland Security



Governor Douglas A. Ducey

Director Gilbert M. Orrantia

September 11, 2015

Chief Debora Black  
Glendale Police Department  
6835 North 57 Drive  
Glendale, AZ 85301-3218

Subject: FFY 2015 Homeland Security Grant Program Award  
Subrecipient Agreement Number: **150808-01**  
Project Title: **Phoenix UASI Terrorism Liasion Officer - Glendale Police Department**

Dear Chief Debora Black:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Phoenix UASI Terrorism Liasion Officer - Glendale Police Department**" has been fully funded under the URBAN AREA SECURITY INITIATIVE for **\$5,946**. The grant performance period is **October 1, 2015 through September 30, 2016**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Project Administration Page (enclosed).
2. Environmental and Historic Preservation (EHP) required documentation, if applicable (see enclosed EHP Designation Letter).
3. Two Subrecipient Agreements - go to [www.azdohs.gov](http://www.azdohs.gov) under Grants and download two original Subrecipient Agreements.
4. NIMS Compliance Certification - go to [www.azdohs.gov](http://www.azdohs.gov) under Grants and download one original certification.

Hard copies of the Subrecipient Agreement and NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2 (if applicable), 3 and 4 above is not signed and received by AZDOHS on or before January 31, 2016, this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Reimbursements are limited to approved quantities and funding thresholds.
- If your project requires an Environmental and Historic Preservation (EHP) review; this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, and the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide.
- Subrecipients are subject to the AZDOHS Site Monitoring Program.
- Quarterly programmatic reports must be submitted on the most recent form/template available on the AZDOHS website.
- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted

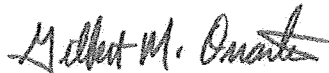
by the AZDOHS.

- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
  - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
  - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements available on the AZDOHS website.
- Subrecipients are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year to [audits@azdohs.gov](mailto:audits@azdohs.gov). The AZDOHS reserves the right to withhold reimbursement payments or future subrecipient agreements until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- The FFY 2015 federal award date as indicated in the U.S. DHS award package is 8/10/2015 with a total amount of funding of \$21,768,000. The Federal Award Identification Number is EMW-2015-SS-00084-S01.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Gilbert M. Orrantia  
Director

Cc: Lt. Brad Harkleroad

Attachments: Project Administration Page, Application Summary Page, Budget Narrative page(s), EHP Designation Letter

This form is to be signed and returned.

Grant #: **150808-01** Subrecipient: **Glendale Police Department**

Project Title: **Phoenix UASI Terrorism Liasion Officer - Glendale Police Department**  
Grant Program: **URBAN AREA SECURITY INITIATIVE**

1. Unit of Government: **Glendale Police Department**  
Point of Contact: **Lt. Brad Harkleroad**

Subrecipient Address:  
Street: **6835 North 57 Drive**

City/State/Zip: **Glendale, AZ 85301-3218**

Head of Agency: **Chief Debora Black**  
Authorized individual has delegated authority to make application on behalf of the agency.  
Phone#: **623-930-3059**

E-mail Address: **dblack@glendaleaz.com**

2. Organization Type: **Local Government / Municipality**

3. Region or Entity: **Phoenix UASI**

4. Initiative Title: **Strengthen Information Sharing and Collaboration Capabilities**

5. Total Dollar Amount Requested: **\$5,946** Total Dollar Amount Awarded: **\$5,946**

#### APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines and the Subrecipient Agreement. The signatures indicate the subrecipient agrees to the additional grant requirements outlined in the award letter. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Subrecipient Project Point of Contact

Lt. Brad Harkleroad

Print Name

Signature

Date

AZDOHS Staff

Print Name

Signature

Date

This form is to be signed and returned.





**STATE OF ARIZONA**  
**Department of Homeland Security**  
**2015 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL**

Glendale Police Department

150808-01

***Training - Budget Detail Worksheet***

FEMA Approved Training Class and Course Number and Title and/or Training Event:  
 Association of Threat Assessment Professionals Training Conference

Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Address, 4) Provider Point of Contact, Number and Web Association of Threat Assessment Professionals Conference - 1. Location is currently unknown - Anaheim, CA. 2. Association of Threat Assessment Professionals 3. 1215 K Street #2290, Sacramento, CA 95814 916-231-2146, <http://www.atapworldwide.org/index.cfm> 5. One Person

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

The mission of RRT and TLO is to respond to terrorist/ CBRNE incidents utilizing police fire and EOD personnel that are specially trained and equipped to mitigate, render safe, and stop criminal acts as quickly as possible to prevent or minimize loss of life or serious physical injury to the public. In order to stay current with trends and best practices within the federal grant process as well as law enforcement techniques and case laws, attendance at conferences covering these areas is crucial. The conference will provide the needs listed above through subject matter experts.

How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?

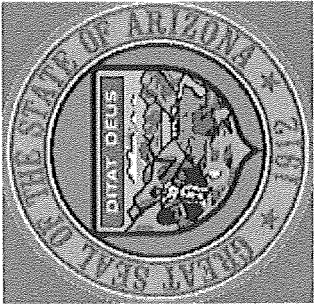
In order to stay current with trends and best practices within the federal grant process as well as law enforcement techniques and case laws, attendance at conferences covering this area is crucial. This conference will provide the latest information for the department's TLO team. SPR Gap Intelligence and Information sharing Planning : 3. Gathering Intelligence. Training 1. Analysis of intelligence and 3. Gathering Intelligence.

Mission Area: Respond

Training Level: Performance

If requesting supplies, you must provide a list of all consummable supplies requested.

# of Deliverables	Backfill Overtime		Workshops / Conf		Contrtrs / Consults		Supplies		Travel		Other		Total
	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	
1	\$0	\$0.00	\$610	\$610.00	\$0	\$0.00	\$0	\$0.00	\$1,315	\$1,315.00	\$0	\$0.00	
<i>Subtotals:</i>	\$0	\$0.00	\$610	\$610.00	\$0	\$0.00	\$0	\$0.00	\$1,315	\$1,315.00	\$0	\$0.00	\$1,925 \$1,925.00



**STATE OF ARIZONA**  
**Department of Homeland Security**  
**2015 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL**

Glendale Police Department

150808-01

***Training - Budget Detail Worksheet***

FEMA Approved Training Class and Course Number and Title and/or Training Event:  
 National UASI Conference

Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Point of Contact, Number and Web UASI National Conference - Figures are based on 2014 estimates 1. Location is currently unknown 2. National Urban Area Security Initiative Conference Inc. 3. 10025 Maple Ave., Columbia MD 21046 4. Steve Davis, 410-730-5677, <http://urbanareas.org/con/> 5. One person.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

The mission of RRT is to respond to terrorist/ CBRNE incidents utilizing police fire and EOD personnel that are specially trained and equipped to mitigate, render safe, and stop criminal acts as quickly as possible to prevent or minimize loss of life or serious physical injury to the public. In order to stay current with trends and best practices within the federal grant process as well as law enforcement techniques and case laws, attendance at conferences covering these areas is crucial. The conference will provide the needs listed above through subject matter experts.

How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?

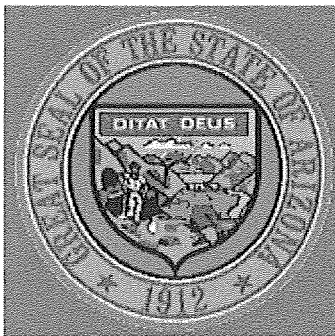
In order to stay current with trends and best practices within the federal grant process as well as law enforcement techniques and case laws. Attendance at conference covering this area is crucial. This conference will provide the latest information for the department's RRT team. SPR gap Interdiction and Disruption 4. Tactical Law Enforcement Operations and Equipment and 2. CBRNE Detection. In order to stay current with trends and best practices within the federal grant process as well as law enforcement techniques and case law attending this conference is critical.

Mission Area: Respond

Training Level: Management

If requesting supplies, you must provide a list of all consummable supplies requested.

# of Deliverables	Backfill Overtime		Workshops / Conf		Contrits / Consults		Supplies		Travel		Other		Total
	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	
1	\$0	\$0.00	\$450	\$450.00	\$0	\$0.00	\$0	\$0.00	\$1,051	\$1,051.00	\$0	\$0.00	
<i>Subtotals:</i>	\$0	\$0.00	\$450	\$450.00	\$0	\$0.00	\$0	\$0.00	\$1,051	\$1,051.00	\$0	\$0.00	\$1,501
<b>Training Totals:</b>	\$0	\$0.00	\$1,060	\$1,060.00	\$0	\$0.00	\$0	\$0.00	\$2,366	\$2,366.00	\$0	\$0.00	\$3,426



**STATE OF ARIZONA**  
 Department of Homeland Security  
**2015 STATE HOMELAND SECURITY GRANT PROGRAM**  
**PROJECT DETAIL**

Glendale Police Department

150808-01

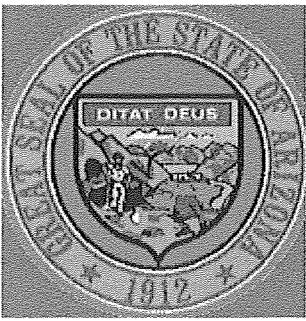
*Equipment - Budget Narrative*

**Budget Description:** List each item from your budget worksheet pages in the same order in which they are listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. Under the federal guidelines "Equipment" has been defined as any single item that has a value of more than 5,000 and a life expectancy greater than a year. However, for this budget narrative please be sure to include any and all items that can be found on the AEL. Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. The most current AEL can be found on line at the Responder Knowledge Base at the following website: [www.rkb.us](http://www.rkb.us). If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at [mstidham@azdohs.gov](mailto:mstidham@azdohs.gov).

<b>Brief Description and Utilization:</b>	The Equipment identified will support the TLO function and mission and increase the capability of the team members to communicate with the Fusion Center and all participating agencies within the region during critical incidents or events involving critical infrastructures. The monthly RWC fee for portable radios, and MIFI Data costs are all essential operating needs for the TLO program. Terrorism investigations analytics data base service fee allows the TLO to utilize an online investigative tool for TLO operations and terrorism investigations.
---	--

AEL #	Item Description	Quantity	Cost	Total Cost	AZDOHS Approved	Approved Quantity	Approved Cost
13IT-00-DACQ	MIFI Data service fees (\$40.01/month x 12 months)	12	\$41.00	\$492.00	Jake Kelly	12	\$492.00
13IT-00-FEES	Terrorism investigations analytics database service fee (169 month x 12 months)	12	\$169.00	\$2,028.00	Jake Kelly	12	\$2,028.00

Totals For Glendale Police Department Contract Number 150808-01    *Requested*                    \$2,520.00    *Approved*                    \$2,520.00



STATE OF ARIZONA  
Department of Homeland Security  
2015 STATE HOMELAND SECURITY GRANT PROGRAM  
PROJECT DETAIL

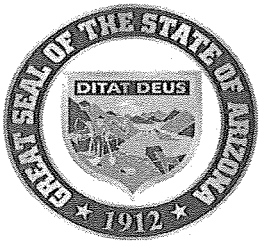
Glendale Police Department

150808-01

*Application Summary*

*Award Funded As Follows:*

	<i>Requested Amounts</i>	<i>Recommended Amounts</i>	<i>Awarded Amounts</i>
<i>Equipment</i>	\$2,520.00	\$2,520.00	\$2,520.00
<i>Training</i>	\$3,426.00	\$3,426.00	\$3,426.00
<i>Exercise</i>	\$0.00	\$0.00	\$0.00
<i>Planning</i>	\$0.00	\$0.00	\$0.00
<i>M &amp; A</i>	\$0.00	\$0.00	\$0.00
<i>Organization</i>	\$0.00	\$0.00	\$0.00
<i>Award Totals</i>	\$5,946.00	\$5,946.00	\$5,946.00



Governor Douglas A. Ducey

# State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

FFY 2015

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or [mstidham@azdohs.gov](mailto:mstidham@azdohs.gov) with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subrecipient agreement:

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

# SUBRECIPIENT AGREEMENT

15-AZDOHS-HSGP-\_\_\_\_\_

Enter Subrecipient Agreement Number Above (e.g., 150xxx-xx)

Between

The Arizona Department of Homeland Security  
And

---

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

---

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Subrecipient Agreement.

I. **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **October 1, 2015** and shall terminate on **September 30, 2016**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled

“ \_\_\_\_\_ ”

Enter Title of Application Above

and funded at \$ \_\_\_\_\_ (as may have been modified by the award letter).

Enter Funded Amount Above

IV. **MANNER OF FINANCING**

The AZDOHS shall under the U.S. Department of Homeland Security grant #EMW-2015-SS-00084-S01 and CFDA #97.067:

a) Provide up to \$ \_\_\_\_\_ to the subrecipient for services provided under Paragraph III. Enter Funded Amount Above

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at [www.azdohs.gov](http://www.azdohs.gov). Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

**V. FISCAL RESPONSIBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

**VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING**

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the subrecipient expends more than \$750,000 from Federal awards. If the subrecipient has expended more than \$750,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipient's fiscal year end.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

**VII. APPLICABLE FEDERAL REGULATIONS**

The subrecipient must comply with the Notice of Funding Opportunity (NOFO) Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website

<http://www.dol.gov/compliance/laws/comp-dbra.htm>.



Included within the above mentioned guidance documents are provisions for the following:

### **National Incident Management System (NIMS)**

The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Notice of Funding Opportunity (NOFO).

### **Environmental Planning and Historic Preservation**

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

### **Consultants/Trainers/Training Providers**

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

### **Contractors/Subcontractors**

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in 2 CFR 200 and the NOFO. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which, in the opinion of the subrecipient, may result in litigation related in any way to the Agreement with the AZDOHS.

### **Personnel and Travel Costs**

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's



reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov>.

### **Procurement**

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: [www.azdohs.gov/grants/](http://www.azdohs.gov/grants/).

### **Training and Exercise**

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all exercise reimbursement requests.
- b) Within 90 days of completion of an exercise, or as prescribed by the most current HSEEP guidance, the exercise host subrecipient is required to email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Division of Emergency Management (ADEM) Exercise Branch.

### **Nonsupplanting Agreement**

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

### **E-Verify**

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

## Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.
- b) Nonexpendable Property and Capital Assets:
  1. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
  2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at [www.azdohs.gov/Grants/](http://www.azdohs.gov/Grants/). The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
  1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
  2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at [www.azdohs.gov/Grants/](http://www.azdohs.gov/Grants/).

## Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the NOFO.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

**VIII. DEBARMENT CERTIFICATION**

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.” All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

**IX. FUNDS MANAGEMENT**

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits. The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

**X. REPORTING REQUIREMENTS**

Regular reports by the subrecipient shall include:

- a) Programmatic Reports  
The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report form, which is posted at [www.azdohs.gov/Grants/](http://www.azdohs.gov/Grants/). If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.
- b) Quarterly Programmatic Reports are due:  
**January 15** (for the period from October 1– December 31)  
**April 15** (for the period from January 1 – March 31)  
**July 15** (for the period from April 1 – June 30)  
**October 15** (for the period from July 1 – September 30)
- c) Final Quarterly Report:  
The final quarterly report is due no more than fifteen (15) days after the end of the performance period. Subrecipients may submit a final quarterly report prior to the end of the

performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

d) Property Control Form – if applicable:

The subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

a. In case of equipment disposition:

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

e) Financial Reimbursements

**The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement.** Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

**XI. ASSIGNMENT AND DELEGATION**

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

**XII. AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

### **XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES**

#### **Article A – Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

#### **Article B - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 CFR § 200.313.

#### **Article C - DHS Specific Acknowledgements and Assurances**

All recipients of financial assistance must acknowledge and agree—and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

#### **Article D - Use of DHS Seal, Logo and Flags**

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

### **Article E - USA Patriot Act of 2001**

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

### **Article F - Trafficking Victims Protection Act of 2000**

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect; or
3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

### **Article G - Non-supplanting Requirement**

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

### **Article H - Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

### **Article I - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

### **Article J - Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative



guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

#### **Article K - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

#### **Article L - False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

#### **Article M - Duplication of Benefits**

State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

#### **Article N - Drug-Free Workplace Regulations**

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

#### **Article O - Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

#### **Article P - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at: [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf), respectively.

#### **Article Q - Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article R - Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

#### **Article S - Assurances, Administrative Requirements and Cost Principles**

Recipients of DHS federal financial assistance must complete OMB Standard Form [424B Assurances – Non-Construction Programs](#). Certain assurances in this document may not be

applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to DHS award recipients originate from [2 CFR Part 200](#), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 CFR Part 3002.

#### **Article T - Age Discrimination Act of 1975**

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

#### **Article U - Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

#### **Article V - Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### **Article W- Civil Rights Act of 1968**

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

#### **Article X - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance



<https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lep.gov>.

#### **Article Y - SAFECOM**

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article Z - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

#### **Article AA - Rehabilitation Act of 1973**

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

#### **Article AB - Energy Policy and Conservation Act**

All recipients must comply with the requirements of [42 U.S.C. § 6201](#) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

#### **Article AC - Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in [37 CFR Part 401](#) and the standard patent rights clause in 37 CFR § 401.14.

#### **Article AD- Procurement of Recovered Materials**

All recipients must comply with section 6002 of the [Solid Waste Disposal Act](#), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **Article AE - Contract Provisions for Non-federal Entity Contracts under Federal Awards**

a) Contracts for more than the simplified acquisition threshold set at \$150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by [41 U.S.C. §1908](#),

must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b) Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

#### **Article AF - Terrorist Financing E.O. 13224**

All recipients must comply with [U.S. Executive Order 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

#### **Article AG - Whistleblower Protection Act**

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

#### **XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

#### **XV. AGREEMENT RENEWAL**

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

#### **XVI. RIGHT TO ASSURANCE**

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

#### **XVII. CANCELLATION FOR CONFLICT OF INTEREST**

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

#### **XVIII. THIRD PARTY ANTITRUST VIOLATIONS**

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

#### **XIX. AVAILABILITY OF FUNDS**

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate

this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

**XX. FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

**XXI. PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

**XXII. ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

**XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION**

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

**XXIV. ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

**XXV. RESTRICTIONS ON LOBBYING**

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

**XXVI. LICENSING**

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

**XXVII. NON-DISCRIMINATION**

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

**XXVIII. SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

**XXIX. SEVERABILITY**

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

**XXX. ADVERTISING AND PROMOTION OF AGREEMENT**

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

**XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

**XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

### **XXXIII. INDEMNIFICATION**

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

*Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, 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 the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.*

### **XXXIV. TERMINATION**

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

### **XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

**XXXVI. PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

**XXXVII. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

**XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

**XXXIX. SPECIAL CONDITIONS**

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- d) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).



**XL. NOTICES**

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security  
1700 West Washington Street, Suite 210  
Phoenix, AZ 85007

The subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at [www.azdohs.gov](http://www.azdohs.gov).

The AZDOHS shall address all notices relative to this Agreement to:

\_\_\_\_\_  
Enter Title, First & Last Name Above

\_\_\_\_\_  
Enter Agency Name Above

\_\_\_\_\_  
Enter Street Address Above

\_\_\_\_\_  
Enter City, State, ZIP Above

**XLI. IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

\_\_\_\_\_  
Enter Agency Name Above

\_\_\_\_\_  
Authorized Signature Above

\_\_\_\_\_  
Print Name & Title Above

\_\_\_\_\_  
Enter Date Above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

\_\_\_\_\_  
Gilbert M. Orrantia  
Director

\_\_\_\_\_  
Date

*(Complete and mail two original documents to the Arizona Department of Homeland Security.)*



## Legislation Description

---

**File #:** 15-670, **Version:** 1

---

**AUTHORIZATION TO ACCEPT A FEDERAL FISCAL YEAR 2015 HOMELAND SECURITY GRANT PROGRAM AWARD AND ENTER INTO GRANT AGREEMENT NUMBER 150808-02 WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY**

Staff Contact: Debora Black, Police Chief

**Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to accept a Federal Fiscal Year (FFY) 2015 Homeland Security Grant Program Award on behalf of the Glendale Police Department (GPD) in the approximate amount of \$100,000 and enter into grant agreement number 150808-02 with the State of Arizona Department of Homeland Security (AZDOHS).

**Background**

Since 1999, the City of Glendale has been able to leverage city funds with grant funds to enhance first responder preparedness. Grant funds have been used to purchase safety equipment to protect first responders, specialized equipment for technical operations, equipment to enhance communication efforts, preparedness training, and to enhance prevention and intervention programs.

The GPD submitted an application to the AZDOHS for consideration under the Homeland Security Grant Program for the purpose of strengthening chemical, biological, radiological, nuclear and explosive detection, response, and decontamination capabilities. The project titled "Phoenix UASI Rapid Response Team - Glendale Police Department" has been fully funded under the Urban Area Security Initiative (UASI) for \$100,000. The grant performance period is October 1, 2015 through September 30, 2016 and GPD will use this grant award to assist with the Rapid Response Team (RRT) Sustainment Project.

**Analysis**

If approved, a portion of the grant funds will be used for training and certification necessary to maintain the efficiency of the Emergency Response Unit. The training will provide the latest information for GPD's Bomb Technicians and Tactical Operators. Attendance at the conferences covering these areas is crucial. The remaining grant funds will be used for the purchase of equipment to enhance GPD's RRT capabilities and allow for coordinated response to human-caused and natural disasters within the region. Staff is requesting Council adopt the proposed resolution authorizing the City Manager to accept the FFY 2015 Homeland Security Grant Program Award on behalf of the GPD and enter into an agreement number 150808-02 with the AZDOHS.

**Previous Related Council Action**



On October 28, 2014, Council authorized the City Manager to accept the FFY 2014 Homeland Security Grant Program Award on behalf of the GPD in the approximate amount of \$108,000 and enter into grant agreement number 140803-02 with the AZDOHS.

**Budget and Financial Impacts**

There is no financial match required for this award. A specific project account will be established in Fund 1840, the city's grant fund, once the agreement is fully executed.

RESOLUTION NO. 5029 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF THE FFY 2015 HOMELAND SECURITY GRANT PROGRAM AWARD (AGREEMENT NO. 150808-02) FROM THE STATE OF ARIZONA, DEPARTMENT OF HOMELAND SECURITY, TO ASSIST WITH THE PHOENIX UASI RAPID RESPONSE TEAM PROJECT IN THE APPROXIMATE AMOUNT OF \$100,000 ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council of the City of Glendale hereby accepts the FFY 2015 Homeland Security Grant Program Award from the State of Arizona, Department of Homeland Security for the Phoenix UASI Rapid Response Team project (Agreement No. 150808-02) in the approximate amount of \$100,000 on behalf of the Glendale Police Department.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute any and all documents necessary for the acceptance of said grant on behalf of the City of Glendale. Said agreement is on file in the office of the City Clerk of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager



# State of Arizona Department of Homeland Security



Governor Douglas A. Ducey

Director Gilbert M. Orrantia

September 11, 2015

Chief Debora Black  
Glendale Police Department  
6835 North 57 Drive  
Glendale, AZ 85301-3218

Subject: FFY 2015 Homeland Security Grant Program Award  
Subrecipient Agreement Number: **150808-02**  
Project Title: **Phoenix UASI Rapid Response Team - Glendale Police Department**

Dear Chief Debora Black:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Phoenix UASI Rapid Response Team - Glendale Police Department**" has been fully funded under the URBAN AREA SECURITY INITIATIVE for **\$100,000**. The grant performance period is **October 1, 2015 through September 30, 2016**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Project Administration Page (enclosed).
2. Environmental and Historic Preservation (EHP) required documentation, if applicable (see enclosed EHP Designation Letter).
3. Two Subrecipient Agreements - go to [www.azdohs.gov](http://www.azdohs.gov) under Grants and download two original Subrecipient Agreements.
4. NIMS Compliance Certification - go to [www.azdohs.gov](http://www.azdohs.gov) under Grants and download one original certification.

Hard copies of the Subrecipient Agreement and NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2 (if applicable), 3 and 4 above is not signed and received by AZDOHS on or before January 31, 2016, this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Reimbursements are limited to approved quantities and funding thresholds.
- If your project requires an Environmental and Historic Preservation (EHP) review; this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, and the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide.
- Subrecipients are subject to the AZDOHS Site Monitoring Program.
- Quarterly programmatic reports must be submitted on the most recent form/template available on the AZDOHS website.
- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted

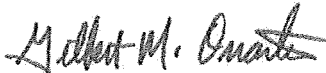
by the AZDOHS.

- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
  - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
  - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements available on the AZDOHS website.
- Subrecipients are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year to [audits@azdohs.gov](mailto:audits@azdohs.gov). The AZDOHS reserves the right to withhold reimbursement payments or future subrecipient agreements until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- The FFY 2015 federal award date as indicated in the U.S. DHS award package is 8/10/2015 with a total amount of funding of \$21,768,000. The Federal Award Identification Number is EMW-2015-SS-00084-S01.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Gilbert M. Orrantia  
Director

Cc: Lt. Brad Harkleroad

Attachments: Project Administration Page, Application Summary Page, Budget Narrative page(s), EHP Designation Letter

This form is to be signed and returned.

Grant #: **150808-02**      Subrecipient: **Glendale Police Department**

Project Title: **Phoenix UASI Rapid Response Team - Glendale Police Department**  
Grant Program: **URBAN AREA SECURITY INITIATIVE**

1. Unit of Government: **Glendale Police Department**  
Point of Contact: **Lt. Brad Harkleroad**

Subrecipient Address:  
Street: **6835 North 57 Drive**  
  
City/State/Zip: **Glendale, AZ 85301-3218**

Head of Agency: **Chief Debora Black**  
Authorized individual has delegated authority to make application on behalf of the agency.  
Phone#: **623-930-3059**  
  
E-mail Address: **dblack@glendaleaz.com**

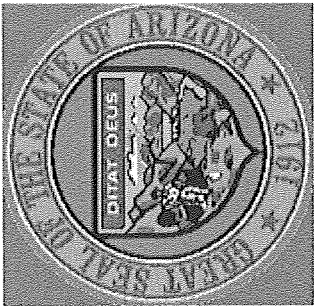
2. Organization Type: **Local Government / Municipality**  
3. Region or Entity: **Phoenix UASI**  
4. Initiative Title: **Strengthen CBRNE Detection, Response & Decontamination Capabilities-**  
5. Total Dollar Amount Requested: **\$100,000**    Total Dollar Amount Awarded: **\$100,000**

**APPROVAL PROCESS**

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines and the Subrecipient Agreement. The signatures indicate the subrecipient agrees to the additional grant requirements outlined in the award letter. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Subrecipient Project Point of Contact	Lt. Brad Harkleroad		
	Print Name	Signature	Date
AZDOHS Staff			
	Print Name	Signature	Date

This form is to be signed and returned.



**STATE OF ARIZONA**  
**Department of Homeland Security**  
**2015 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL**

Glendale Police Department

150808-02

***Training - Budget Detail Worksheet***

FEMA Approved Training Class and Course Number and Title and/or Training Event:  
 National Tactical Officers Association (NTOA) Tactical Operations Conference. Based on 2015 information Salt Lake City, Utah

Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Point of Contact, Number and Web  
 National Tactical Officers Association (NTOA) Tactical Operations Conference 1. Salt Lake City, Utah (2015 site, 2016 not identified yet)., 2. National Tactical Officers Association. 3. PO Box 797 Doylestown, PA  
 18901. 4. Rob Cartner 1-800-279-9127. 5. 8 people.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

The mission of RRT is to respond to terrorist/CBRNE incidents utilizing police fire and EOD personnel that are specially trained and equipped to mitigate, render safe, and stop criminal acts as quickly as possible to prevent or minimize loss of life or serious physical injury to the public. In order to stay current with trends and best practices within the federal grant process as well as law enforcement techniques and case laws, attendance at conferences covering these areas is crucial. The conference will provide the needs listed above through subject matter experts.

How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?

In order to stay current with trends and best practices within the federal grant process as well as law enforcement techniques and case laws, attendance at conferences covering this area is crucial. This conference will provide the latest information for the department's SWAT team. SPR Gap Interdiction and Disruption 4. Tactical Law Enforcement Operations.

Mission Area: Respond

Training Level: Performance

If requesting supplies, you must provide a list of all consummable supplies requested.

# of Deliverables	Backfill Overtime		Workshops / Conf		Contrtrs / Consults		Supplies		Travel		Other		Total
	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	
8	\$0	\$0.00	\$550	\$550.00	\$0	\$0.00	\$0	\$0.00	\$1,200	\$1,200.00	\$0	\$0.00	
<i>Subtotals:</i>	\$0	\$0.00	\$4,400	\$4,400.00	\$0	\$0.00	\$0	\$0.00	\$9,600	\$9,600.00	\$0	\$0.00	\$14,000



**STATE OF ARIZONA**  
**Department of Homeland Security**  
**2015 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL**

Glendale Police Department

150808-02

***Training - Budget Detail Worksheet***

FEMA Approved Training Class and Course Number and Title and/or Training Event:  
 Arizona Tactical Officers Association Training Conference

Enter a Brief Course Description. **MUST include:** 1) Proposed Location, 2) Training Provider, 3) Provider Address, 4) Provider Point of Contact, Number and Web  
 Arizona Tactical Officers Association Conference - Figures are based on 2014 estimates 1. Peoria, Arizona 2. Arizona Tactical Officers Association. 3. PO Box 1058 Peoria, Arizona 85380 4. Doug Scholz, 480-730-5677, <http://aztac.org> 5. 39 people

**How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?**

The mission of RRT is to respond to terrorist/CBRNE incidents utilizing police fire and EOD personnel that are specially trained and equipped to mitigate, render safe, and stop criminal acts as quickly as possible to prevent or minimize loss of life or serious physical injury to the public. In order to stay current with trends and best practices within the federal grant process as well as law enforcement techniques and case laws, attendance at conferences covering these areas is crucial. The conference will provide the needs listed above through subject matter experts.

**How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?**

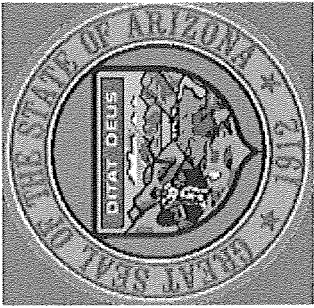
In order to stay current with trends and best practices within the federal grant process as well as law enforcement techniques and case laws, attendance at conferences covering this area is crucial. This conference will provide the latest information for the department's SWAT team. SPR Gap Interdiction and Disruption. 4. Tactical Law Enforcement Operations.

Mission Area: Respond

Training Level: Management

If requesting supplies, you must provide a list of all consumable supplies requested.

# of Deliverables	Backfill Overtime		Workshops / Conf		Contrtrs / Consults		Supplies		Travel		Other		Total
	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	
39	\$0	\$0.00	\$60	\$60.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$2,340.00
<b>Subtotals:</b>	\$0	\$0.00	\$2,340	\$2,340.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$2,340.00



# STATE OF ARIZONA

## Department of Homeland Security

### 2015 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL

Glendale Police Department

150808-02

## Training - Budget Detail Worksheet

FEMA Approved Training Class and Course Number and Title and/or Training Event:  
International Breachers Symposium Training Conference

Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Address, 4) Provider Point of Contact, Number and Web  
International Breachers Group Symposium Training Conference 1. Memphis, Tennessee, 2. International Breachers Group, 3. 187 Stateline Road E. Suite 15, Southhaven, Mississippi. 4. Alan Brosnan 901-326-5223,  
internationalbreachersgroup.com. 5. 4 people

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

The mission of RRT is to respond to terrorist/CBRNE incidents utilizing police fire and EOD personnel that are specially trained and equipped to mitigate, render safe, and stop criminal acts as quickly as possible to prevent or minimize loss of life or serious physical injury to the public. In order to stay current with trends and best practices within the federal grant process as well as law enforcement techniques and case laws, attendance at conferences covering these areas is crucial. The conference will provide the needs listed above through subject matter experts.

How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?

In order to stay current with trends and best practices within the federal grant process as well as law enforcement techniques and case laws, attendance at conferences covering this area is crucial. This conference will provide the latest information for the department's Bomb Technicians and investigators, and SWAT RRT members. SPR Gap Interdiction and Disruption. 4. Tactical Law Enforcement Operations

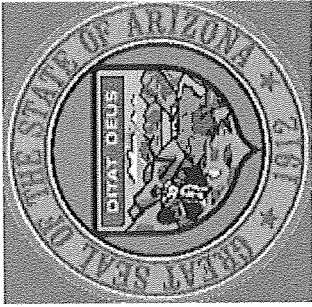
Mission Area: Respond

Training Level: Performance

If requesting supplies, you must provide a list of all consummable supplies requested.

# of Deliverables	Backfill Overtime		Workshops / Conf		Contrtrs / Consults		Supplies		Travel		Other		Total	
	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded
4	\$0	\$0.00	\$300	\$300.00	\$0	\$0.00	\$0	\$0.00	\$941	\$941.00	\$0	\$0.00	\$0	\$0.00
<b>Subtotals:</b>	\$0	\$0.00	\$1,200	\$1,200.00	\$0	\$0.00	\$0	\$0.00	\$3,764	\$3,764.00	\$0	\$0.00	\$0	\$0.00





# STATE OF ARIZONA

## Department of Homeland Security

### 2015 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL

Glendale Police Department

150808-02

#### Training - Budget Detail Worksheet

FEMA Approved Training Class and Course Number and Title and/or Training Event:  
 Forced Entry Tactical Breaching Circle Workshop

Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Address, 4) Provider Point of Contact, Number and Web Breaching Circle Workshop in Las Vegas, Nevada - 1. Las Vegas, Nevada 2. Global Assets Integrated 3. 6440 Sky Pointe Drive, Ste 140-217, Las Vegas, NV 89131, 4. Global Assets Intergrated, 702-838-3002, <http://www.globalassetsintegrated.com/> 5. Four People

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

The mission of RRT is to respond to terrorist/CBRNE incidents utilizing police fire and EOD personnel that are specially trained and equipped to mitigate, render safe, and stop criminal acts as quickly as possible to prevent or minimize loss of life or serious physical injury to the public. In order to stay current with trends and best practices within the federal grant process as well as law enforcement techniques and case laws, attendance at conferences covering these areas is crucial. The conference will provide the needs listed above through subject matter experts.

How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?

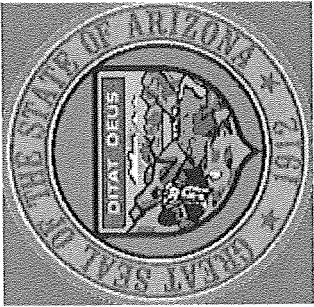
In order to stay current with trends and best practices within the federal grant process as well as law enforcement techniques and case laws, attendance at conferences covering this area is crucial. This conference will provide the latest information for the department's Bomb Technicians and tactical operators. SPR Gap Interdiction and Disruption. 4. Tactical Law Enforcement Operations and Equipment.

Mission Area: Respond

Training Level: Performance

If requesting supplies, you must provide a list of all consummable supplies requested.

# of Deliverables	Backfill Overtime		Workshops / Conf		Contrtrs / Consults		Supplies		Travel		Other		Total	
	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded		
4	\$0	\$0.00	\$400	\$400.00	\$0	\$0.00	\$0	\$0.00	\$500	\$500.00	\$0	\$0.00	\$0.00	\$3,600.00
<b>Subtotals:</b>	\$0	\$0.00	\$1,600	\$1,600.00	\$0	\$0.00	\$0	\$0.00	\$2,000	\$2,000.00	\$0	\$0.00	\$0.00	\$3,600.00



# STATE OF ARIZONA

## Department of Homeland Security

### 2015 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL

Glendale Police Department 150808-02

## Training - Budget Detail Worksheet

FEMA Approved Training Class and Course Number and Title and/or Training Event:  
 International Association of Bomb Technicians and Investigators Regional Training Conference.

Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Address, 4) Provider Point of Contact, Number and Web  
 International Association of Bomb Technicians and Investigators (IABTI) Training Conference - 1. International Association of Bomb Technicians and Investigators (IABTI) Training Conference 2015 in Hershey, Pennsylvania, 2016 not decided yet. 2. International Association of Bomb Technicians and Investigators 3. 1120 International Parkway, Suite 129, Fredricksburg, VA 22406 4. Director, Region 1, 540-752-4533, <http://www/iabti.org> 5. Four People

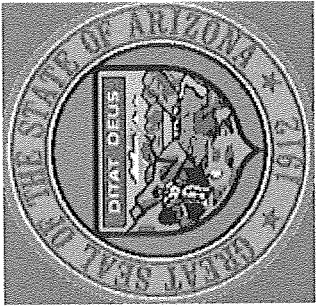
How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?  
 The mission of RRT is to respond to terrorist/CBRNE incidents utilizing police fire and EOD personnel that are specially trained and equipped to mitigate, render safe, and stop criminal acts as quickly as possible to prevent or minimize loss of life or serious physical injury to the public. In order to stay current with trends and best practices within the federal grant process as well as law enforcement techniques and case laws, attendance at conferences covering these areas is crucial. The conference will provide the needs listed above through subject matter experts.

How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?  
 In order to stay current with trends and best practices within the federal grant process as well as law enforcement techniques and case laws, attendance at conferences covering this area is crucial. This conference will provide the latest information for the department's Bomb Technicians and investigators. SPR Gap Interdiction and Disruption 4. Tactical Law Enforcement Operations and 2. CBRNE Detection.

Mission Area: Respond      Training Level: Performance

If requesting supplies, you must provide a list of all consummable supplies requested.

# of Deliverables	Backfill Overtime		Workshops / Conf		Contrtrs / Consults		Supplies		Travel		Other		Total
	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	
4	\$0	\$0.00	\$650	\$650.00	\$0	\$0.00	\$0	\$0.00	\$900	\$900.00	\$0	\$0.00	
<i>Subtotals:</i>	\$0	\$0.00	\$2,600	\$2,600.00	\$0	\$0.00	\$0	\$0.00	\$3,600	\$3,600.00	\$0	\$0.00	\$6,200.00



# STATE OF ARIZONA

## Department of Homeland Security

### 2015 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL

Glendale Police Department

150808-02

#### Training - Budget Detail Worksheet

FEMA Approved Training Class and Course Number and Title and/or Training Event:  
National UASI Training Conference

Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Address, 4) Provider Point of Contact, Number and Web

UASI National Conference - Figures are based on 2014 estimates 1. Location is currently unknown 2. National Urban Area Security Initiative Conference Inc. 3. 10025 Maple Ave., Columbia MD 21046 4. Steve Davis, 410-730-5677, <http://urbanareas.org/conf/> 5. Four people

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

The mission of RRT is to respond to terrorist/CBRNE incidents utilizing police fire and EOD personnel that are specially trained and equipped to mitigate, render safe, and stop criminal acts as quickly as possible to prevent or minimize loss of life or serious physical injury to the public. In order to stay current with trends and best practices within the federal grant process as well as law enforcement techniques and case laws, attendance at conferences covering these areas is crucial. The conference will provide the needs listed above through subject matter experts.

How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?

In order to stay current with trends and best practices within the federal grant process as well as law enforcement techniques and case laws, attendance at conferences covering this area is crucial. This conference will provide the latest information for the department's RRT team. SPR Gap Interdiction and Disruption. 4. Tactical Law Enforcement Operations and Equipment and 2. CBRNE Detection.

Mission Area: Respond

Training Level: Management

If requesting supplies, you must provide a list of all consumable supplies requested.

# of Deliverables	Backfill Overtime		Workshops / Conf		Contrtrs / Consults		Supplies		Travel		Other		Total
	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	
4	\$0	\$0.00	\$450	\$450.00	\$0	\$0.00	\$0	\$0.00	\$500	\$500.00	\$0	\$0.00	
<b>Subtotals:</b>	\$0	\$0.00	\$1,800	\$1,800.00	\$0	\$0.00	\$0	\$0.00	\$2,000	\$2,000.00	\$0	\$0.00	\$3,800.00



# STATE OF ARIZONA

## Department of Homeland Security

### 2015 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL

Glendale Police Department

150808-02

### *Training - Budget Detail Worksheet*

FEMA Approved Training Class and Course Number and Title and/or Training Event:  
 Association of Threat Assessment Professionals Conference in Anaheim, CA

Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Point of Contact, Number and Web Association of Threat Assessment Professionals Conference - 1. Location is currently unknown - Anaheim, CA. 2. Association of Threat Assessment Professionals 3. 1215 K Street #2290, Sacramento, CA 95814 916-231-2146, <http://www.atapworldwide.org/index.cfm> 5. Four People

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

The mission of RRT is to respond to terrorist/CBRNE incidents utilizing police fire and EOD personnel that are specially trained and equipped to mitigate, render safe, and stop criminal acts as quickly as possible to prevent or minimize loss of life or serious physical injury to the public. In order to stay current with trends and best practices within the federal grant process as well as law enforcement techniques and case laws, attendance at conferences covering these areas is crucial. The conference will provide the needs listed above through subject matter experts.

How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?

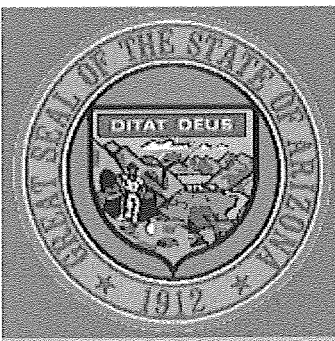
In order to stay current with trends and best practices within the federal grant process as well as law enforcement techniques and case laws, attendance at conferences covering this area is crucial. This conference will provide the latest information for the department's SWAT team. SPR Gap Interdiction and Disruption. 4. Tactical Law Enforcement Operations and Equipment.

Mission Area: Respond

Training Level: Management

If requesting supplies, you must provide a list of all consumable supplies requested.

# of Deliverables	Backfill Overtime		Workshops / Conf		Contrtrs / Consults		Supplies		Travel		Other		Total
	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	
4	\$0	\$0.00	\$610	\$610.00	\$0	\$0.00	\$0	\$0.00	\$900	\$900.00	\$0	\$0.00	
<i>Subtotals:</i>	\$0	\$0.00	\$2,440	\$2,440.00	\$0	\$0.00	\$0	\$0.00	\$3,600	\$3,600.00	\$0	\$0.00	\$6,040
<b>Training Totals:</b>	\$0	\$0.00	\$16,380	\$16,380.00	\$0	\$0.00	\$0	\$0.00	\$24,564	\$24,564.00	\$0	\$0.00	\$40,944
													\$6,040.00



**STATE OF ARIZONA**  
**Department of Homeland Security**  
**2015 STATE HOMELAND SECURITY GRANT PROGRAM**  
**PROJECT DETAIL**

Glendale Police Department

150808-02

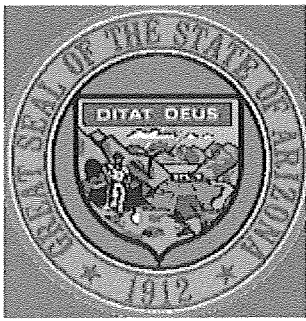
*Equipment - Budget Narrative*

**Budget Description:** List each item from your budget worksheet pages in the same order in which they are listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. Under the federal guidelines "Equipment" has been defined as any single item that has a value of more than 5,000 and a life expectancy greater than a year. However, for this budget narrative please be sure to include any and all items that can be found on the AEL. Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. The most current AEL can be found on line at the Responder Knowledge Base at the following website: [www.rkb.us](http://www.rkb.us). If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at [mstidham@azdohs.gov](mailto:mstidham@azdohs.gov).

<b>Brief Description and Utilization:</b>	Strip charge and strip t-joint set are plastic gel filled explosive breaching frames used by the EOD / SWAT component of the RRT and contain no explosives. Portable disruptors are carbon fiber, light weight IED water disruptors that can be carried on our bodies during RRT deployments. IED wire attack voltage probe kit, current probe kit and cap trainers are tools used to conduct hand entry defeat of IED's by RRT EOD members. Ballistic helmet mounted flashlights allow EOD / SWAT RRT members conduct low light, nighttime operations. Extended reach robot manipulator arm attaches to a current UASI funded robot and enhances it's capability. Tactical Thru Wall Motion Sensor uses radar technology to detect movement in a structure, used by SWAT for rescue or suspect operations.
---	---

AEL #	Item Description	Quantity	Cost	Total Cost	AZDOHS Approved	Approved Quantity	Approved Cost
02EX-00-EXEN	Strip charge	45	\$78.00	\$3,510.00	Jake Kelly	45	\$3,510.00
02EX-00-EXEN	Strip T-Joint set	12	\$17.00	\$204.00	Jake Kelly	12	\$204.00
02EX-02-RBTL	Robot extended reach manipulator arm attachment	1	\$32,000.00	\$32,000.00	Jake Kelly	1	\$32,000.00
02EX-02-TLPB	Portable disruptor	2	\$5,500.00	\$11,000.00	Jake Kelly	2	\$11,000.00
03OE-04-CRNT	IED wire attack voltage probe kit	1	\$952.00	\$952.00	Jake Kelly	1	\$952.00
03OE-04-CRNT	IED wire attack current probe	2	\$450.00	\$900.00	Jake Kelly	2	\$900.00
03OE-04-LTHH	Helmet mounted flashlight	39	\$60.00	\$2,340.00	Jake Kelly	39	\$2,340.00
04AP-08-SIMS	IED blasting cap trainer	5	\$350.00	\$1,750.00	Jake Kelly	5	\$1,750.00
15IN-00-RADR	Tactical Thru Wall Motion Sensor	1	\$6,400.00	\$6,400.00	Jake Kelly	1	\$6,400.00

Totals For Glendale Police Department Contract Number 150808-02 *Requested* \$59,056.00 *Approved* \$59,056.00



STATE OF ARIZONA  
Department of Homeland Security  
2015 STATE HOMELAND SECURITY GRANT PROGRAM  
PROJECT DETAIL

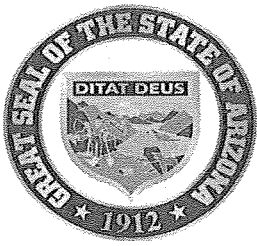
Glendale Police Department

150808-02

*Application Summary*

*Award Funded As Follows:*

	<i>Requested Amounts</i>	<i>Recommended Amounts</i>	<i>Awarded Amounts</i>
<i>Equipment</i>	\$59,056.00	\$59,056.00	\$59,056.00
<i>Training</i>	\$40,944.00	\$40,944.00	\$40,944.00
<i>Exercise</i>	\$0.00	\$0.00	\$0.00
<i>Planning</i>	\$0.00	\$0.00	\$0.00
<i>M &amp; A</i>	\$0.00	\$0.00	\$0.00
<i>Organization</i>	\$0.00	\$0.00	\$0.00
<i>Award Totals</i>	\$100,000.00	\$100,000.00	\$100,000.00



Governor Douglas A. Ducey

# State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

FFY 2015

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or [mstidham@azdohs.gov](mailto:mstidham@azdohs.gov) with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subrecipient agreement:

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

# SUBRECIPIENT AGREEMENT

15-AZDOHS-HSGP-\_\_\_\_\_

Enter Subrecipient Agreement Number Above (e.g., 150xxx-xx)

Between

The Arizona Department of Homeland Security  
And

---

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

---

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Subrecipient Agreement.

I. **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **October 1, 2015** and shall terminate on **September 30, 2016**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled

“ \_\_\_\_\_ ”

Enter Title of Application Above

and funded at \$ \_\_\_\_\_ (as may have been modified by the award letter).

Enter Funded Amount Above

IV. **MANNER OF FINANCING**

The AZDOHS shall under the U.S. Department of Homeland Security grant #EMW-2015-SS-00084-S01 and CFDA #97.067:

a) Provide up to \$ \_\_\_\_\_ to the subrecipient for services provided under Paragraph III. Enter Funded Amount Above

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at [www.azdohs.gov](http://www.azdohs.gov). Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.



**V. FISCAL RESPONSIBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

**VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING**

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the subrecipient expends more than \$750,000 from Federal awards. If the subrecipient has expended more than \$750,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipient's fiscal year end.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

**VII. APPLICABLE FEDERAL REGULATIONS**

The subrecipient must comply with the Notice of Funding Opportunity (NOFO) Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website

<http://www.dol.gov/compliance/laws/comp-dbra.htm>.

Included within the above mentioned guidance documents are provisions for the following:

### **National Incident Management System (NIMS)**

The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Notice of Funding Opportunity (NOFO).

### **Environmental Planning and Historic Preservation**

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

### **Consultants/Trainers/Training Providers**

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

### **Contractors/Subcontractors**

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in 2 CFR 200 and the NOFO. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which, in the opinion of the subrecipient, may result in litigation related in any way to the Agreement with the AZDOHS.

### **Personnel and Travel Costs**

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's

reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov>.

### **Procurement**

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: [www.azdohs.gov/grants/](http://www.azdohs.gov/grants/).

### **Training and Exercise**

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all exercise reimbursement requests.
- b) Within 90 days of completion of an exercise, or as prescribed by the most current HSEEP guidance, the exercise host subrecipient is required to email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Division of Emergency Management (ADEM) Exercise Branch.

### **Nonsupplanting Agreement**

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

### **E-Verify**

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

## Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.
- b) Nonexpendable Property and Capital Assets:
  1. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
  2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at [www.azdohs.gov/Grants/](http://www.azdohs.gov/Grants/). The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
  1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
  2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at [www.azdohs.gov/Grants/](http://www.azdohs.gov/Grants/).

## Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the NOFO.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

**VIII. DEBARMENT CERTIFICATION**

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.” All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

**IX. FUNDS MANAGEMENT**

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits. The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

**X. REPORTING REQUIREMENTS**

Regular reports by the subrecipient shall include:

- a) Programmatic Reports  
The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report form, which is posted at [www.azdohs.gov/Grants/](http://www.azdohs.gov/Grants/). If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.
- b) Quarterly Programmatic Reports are due:  
**January 15** (for the period from October 1– December 31)  
**April 15** (for the period from January 1 – March 31)  
**July 15** (for the period from April 1 – June 30)  
**October 15** (for the period from July 1 – September 30)
- c) Final Quarterly Report:  
The final quarterly report is due no more than fifteen (15) days after the end of the performance period. Subrecipients may submit a final quarterly report prior to the end of the



performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

- d) Property Control Form – if applicable:  
The subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.
  - a. In case of equipment disposition:  
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

e) Financial Reimbursements

**The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement.** Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

**XI. ASSIGNMENT AND DELEGATION**

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

**XII. AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

### **XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES**

#### **Article A – Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

#### **Article B - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 CFR § 200.313.

#### **Article C - DHS Specific Acknowledgements and Assurances**

All recipients of financial assistance must acknowledge and agree—and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

#### **Article D - Use of DHS Seal, Logo and Flags**

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

### **Article E - USA Patriot Act of 2001**

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

### **Article F - Trafficking Victims Protection Act of 2000**

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect; or
3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

### **Article G - Non-supplanting Requirement**

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

### **Article H - Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

### **Article I - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

### **Article J - Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative



guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

#### **Article K - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

#### **Article L - False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

#### **Article M - Duplication of Benefits**

State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

#### **Article N - Drug-Free Workplace Regulations**

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

#### **Article O - Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

#### **Article P - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at: [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf), respectively.

#### **Article Q - Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article R - Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

#### **Article S - Assurances, Administrative Requirements and Cost Principles**

Recipients of DHS federal financial assistance must complete OMB Standard Form [424B Assurances – Non-Construction Programs](#). Certain assurances in this document may not be

applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to DHS award recipients originate from [2 CFR Part 200](#), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 CFR Part 3002.

#### **Article T - Age Discrimination Act of 1975**

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

#### **Article U - Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

#### **Article V - Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### **Article W- Civil Rights Act of 1968**

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

#### **Article X - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance

<https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lep.gov>.

#### **Article Y - SAFECOM**

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article Z - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

#### **Article AA - Rehabilitation Act of 1973**

All recipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

#### **Article AB - Energy Policy and Conservation Act**

All recipients must comply with the requirements of [42 U.S.C. § 6201](#) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

#### **Article AC - Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in [37 CFR Part 401](#) and the standard patent rights clause in 37 CFR § 401.14.

#### **Article AD- Procurement of Recovered Materials**

All recipients must comply with section 6002 of the [Solid Waste Disposal Act](#), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **Article AE - Contract Provisions for Non-federal Entity Contracts under Federal Awards**

- a) Contracts for more than the simplified acquisition threshold set at \$150,000.  
All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by [41 U.S.C. §1908](#),

must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b) Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

**Article AF - Terrorist Financing E.O. 13224**

All recipients must comply with [U.S. Executive Order 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

**Article AG - Whistleblower Protection Act**

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

**XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

**XV. AGREEMENT RENEWAL**

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

**XVI. RIGHT TO ASSURANCE**

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

**XVII. CANCELLATION FOR CONFLICT OF INTEREST**

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

**XVIII. THIRD PARTY ANTITRUST VIOLATIONS**

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

**XIX. AVAILABILITY OF FUNDS**

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate

this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

**XX. FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

**XXI. PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

**XXII. ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

**XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION**

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

**XXIV. ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

**XXV. RESTRICTIONS ON LOBBYING**

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

**XXVI. LICENSING**

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.



**XXVII. NON-DISCRIMINATION**

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

**XXVIII. SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

**XXIX. SEVERABILITY**

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

**XXX. ADVERTISING AND PROMOTION OF AGREEMENT**

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

**XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

**XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

### **XXXIII. INDEMNIFICATION**

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

*Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, 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 the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.*

### **XXXIV. TERMINATION**

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

### **XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

**XXXVI. PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

**XXXVII. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

**XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

**XXXIX. SPECIAL CONDITIONS**

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- d) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).



**XL. NOTICES**

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security  
1700 West Washington Street, Suite 210  
Phoenix, AZ 85007

The subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at [www.azdohs.gov](http://www.azdohs.gov).

The AZDOHS shall address all notices relative to this Agreement to:

\_\_\_\_\_  
Enter Title, First & Last Name Above

\_\_\_\_\_  
Enter Agency Name Above

\_\_\_\_\_  
Enter Street Address Above

\_\_\_\_\_  
Enter City, State, ZIP Above

**XLI. IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

\_\_\_\_\_  
Enter Agency Name Above

\_\_\_\_\_  
Authorized Signature Above

\_\_\_\_\_  
Print Name & Title Above

\_\_\_\_\_  
Enter Date Above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

\_\_\_\_\_  
Gilbert M. Orrantia  
Director

\_\_\_\_\_  
Date

*(Complete and mail two original documents to the Arizona Department of Homeland Security.)*



## Legislation Description

---

**File #:** 15-672, **Version:** 1

---

**AUTHORIZATION TO ACCEPT A FISCAL YEAR 2015 GRANT AWARD FROM THE DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, AND ENTER INTO AGREEMENT 2015-DJ-BX-0835 FOR THE GLENDALE POLICE DEPARTMENT EDWARD BYRNE MEMORIAL JAG PROJECT**

Staff Contact: Debora Black, Police Chief

### **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to accept a Fiscal Year (FY) 2015 grant award on behalf of the Glendale Police Department (GPD) in the approximate amount of \$85,149 and enter into agreement 2015-DJ-BX-0835 with the Department of Justice, Office of Justice Programs, for the Glendale Police Department Edward Byrne Memorial JAG Project.

### **Background**

The GPD has accepted funding from the Edward Byrne Memorial JAG Program annually since 2005. In honor of the New York police officer who died in the line of duty, the Edward Byrne Memorial JAG Program is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides states and units of local government with critical funding necessary to support a range of program areas including law enforcement, prosecution and court programs, prevention and education programs, corrections and community corrections, drug treatment and enforcement, crime victim and witness initiatives, and planning, evaluation and technology improvement programs.

JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas. The grant funding is available to a unit of local government identified as a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian Tribe that performs law enforcement functions. The amount awarded to each city is based on the population and crime statistics of the community.

### **Analysis**

If Council approves the requested action, the awarded grant funds will be used to support the implementation of a strategy to reduce gun violence. A portion of the grant funds will be used to purchase ten (10) new computers for sworn personnel that will allow officers in the field to utilize *ShotSpotter* technology and expand the investigation of gun violence while on scene. The remaining grant funds will be used for educational material to support community awareness, and forensic equipment specific to processing crime scenes associated with gun related violence. Staff is recommending Council authorize the

City Manager to accept the FY 2015 grant award from the Department of Justice, Office of Justice Programs, for the Glendale Police Department Edward Byrne Memorial JAG Project.

**Previous Related Council Action**

On September 9, 2014, Council authorized the City Manager to accept the 2014 Edward Byrne Memorial JAG Program funding in the approximate amount of \$94,864.

**Budget and Financial Impacts**

There is no financial match required for this grant. A specific account will be established in Fund 1840, the city's grant fund, once the agreement is fully executed.

RESOLUTION NO. 5030 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF THE FY 2015 GRANT AWARD (AGREEMENT NO. 2015-DJ-BX-0835) FROM THE DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, TO ASSIST WITH THE JAG PROJECT IN THE APPROXIMATE AMOUNT OF \$85,149 ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council of the City of Glendale hereby accepts the FY 2015 Grant Award from the Department of Justice, Office of Justice Programs for the JAG project (Agreement No. 2015-DJ-BX-0835) in the approximate amount of \$85,149 on behalf of the Glendale Police Department.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute any and all documents necessary for the acceptance of said grant on behalf of the City of Glendale. Said agreement is on file in the office of the City Clerk of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager



**Department of Justice**

Office of Justice Programs

Bureau of Justice Assistance

---

Office of Justice Programs

*Washington, D.C. 20531*

September 15, 2015

Mr. Richard Bowers  
City of Glendale  
5850 West Glendale Avenue  
Glendale, AZ 85301

Dear Mr. Bowers:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$85,149 for City of Glendale .

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Tahitia M. Barringer, Program Manager at (202) 616-3294; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Denise O'Donnell".

Denise O'Donnell  
Director

Enclosures



## OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

Department of Justice

810 7th Street, NW  
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: [askOCR@usdoj.gov](mailto:askOCR@usdoj.gov)

Website: [www.ojp.usdoj.gov/ocr](http://www.ojp.usdoj.gov/ocr)

---

September 15, 2015

Mr. Richard Bowers  
City of Glendale  
5850 West Glendale Avenue  
Glendale, AZ 85301

Dear Mr. Bowers:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

### **Ensuring Access to Federally Assisted Programs**

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

### **Enforcing Civil Rights Laws**

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

## **Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

## **Ensuring Equal Treatment for Faith-Based Organizations**

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at [http://www.ojp.usdoj.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm).

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

## **Using Arrest and Conviction Records in Making Employment Decisions**

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at [http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf). Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

## **Complying with the Safe Streets Act**

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

### **Meeting the EEOP Requirement**

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at [EEOSubmission@usdoj.gov](mailto:EEOSubmission@usdoj.gov).

### **Meeting the Requirement to Submit Findings of Discrimination**


If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

### **Ensuring the Compliance of Subrecipients**

SAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see [http://www.ojp.usdoj.gov/funding/other\\_requirements.htm](http://www.ojp.usdoj.gov/funding/other_requirements.htm).

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst





Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Grant**

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Glendale 5850 West Glendale Avenue Glendale, AZ 85301		4. AWARD NUMBER: 2015-DJ-BX-0835	
2a. GRANTEE IRS/VENDOR NO. 866000250		5. PROJECT PERIOD: FROM 10/01/2014 TO 09/30/2018 BUDGET PERIOD: FROM 10/01/2014 TO 09/30/2018	
2b. GRANTEE DUNS NO. 077523579		6. AWARD DATE 09/15/2015	7. ACTION Initial
3. PROJECT TITLE FY 15 JAG Program		8. SUPPLEMENT NUMBER 00	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).		9. PREVIOUS AWARD AMOUNT \$ 0	
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY15(BJA - JAG) 42 USC 3750, et seq.		10. AMOUNT OF THIS AWARD \$ 85,149	
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program		11. TOTAL AWARD \$ 85,149	
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Richard Bowers City Manager	
17. SIGNATURE OF APPROVING OFFICIAL <i>Denise O'Donnell</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. DIV. REG. SUB. POMS AMOUNT X B DJ 80 00 00 85149		21. PDJUGT1331	



Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 2 OF 9

PROJECT NUMBER 2015-DJ-BX-0835

AWARD DATE 09/15/2015

*SPECIAL CONDITIONS*

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.

Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").
3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.
4. The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
5. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
6. The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov) hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig)



Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 3 OF 9

PROJECT NUMBER 2015-DJ-BX-0835

AWARD DATE 09/15/2015

*SPECIAL CONDITIONS*

7. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award --

a. it represents that --

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

8. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 4 OF 9

PROJECT NUMBER 2015-DJ-BX-0835

AWARD DATE 09/15/2015

*SPECIAL CONDITIONS*

10. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
12. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
13. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
14. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
15. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
16. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
17. A recipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).
18. The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.



Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 5 OF 9

PROJECT NUMBER 2015-DJ-BX-0835

AWARD DATE 09/15/2015

*SPECIAL CONDITIONS*

19. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
20. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
21. The recipient understands and agrees that it has a responsibility to monitor its subrecipients' compliance with applicable federal civil rights laws. The recipient agrees to submit written Methods of Administration (MOA) for ensuring subrecipients' compliance to the OJP's Office for Civil Rights at [CivilRightsMOA@usdoj.gov](mailto:CivilRightsMOA@usdoj.gov) within 90 days of receiving the grant award, and to make supporting documentation available for review upon request by OJP or any other authorized persons. The required elements of the MOA are set forth at [http://www.ojp.usdoj.gov/funding/other\\_requirements.htm](http://www.ojp.usdoj.gov/funding/other_requirements.htm), under the heading, "Civil Rights Compliance Specific to State Administering Agencies."
22. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [http://www.it.ojp.gov/gsp\\_grantcondition](http://www.it.ojp.gov/gsp_grantcondition). Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
23. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
24. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.





Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 6 OF 9

PROJECT NUMBER 2015-DJ-BX-0835

AWARD DATE 09/15/2015

*SPECIAL CONDITIONS*

25. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).
26. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
27. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
28. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
29. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).
30. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
31. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.



Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 7 OF 9

PROJECT NUMBER 2015-DJ-BX-0835

AWARD DATE 09/15/2015

*SPECIAL CONDITIONS*

32. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
33. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.
34. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
35. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
36. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
37. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.
38. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
39. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
40. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.



Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 8 OF 9

PROJECT NUMBER 2015-DJ-BX-0835

AWARD DATE 09/15/2015

*SPECIAL CONDITIONS*

41. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

42. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
43. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.
44. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>





Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 9 OF 9

PROJECT NUMBER 2015-DJ-BX-0835

AWARD DATE 09/15/2015

*SPECIAL CONDITIONS*

45. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: [https://www.whitehouse.gov/sites/default/files/docs/le\\_equipment\\_wg\\_final\\_report\\_final.pdf](https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf)
46. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:
  - a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
  - b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
  - c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.
47. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
48. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Abstract portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.
49. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance (BJA) has received documentation demonstrating that the state or local governing body review and public comment requirements have been met and a Grant Adjustment Notice (GAN) has been approved releasing this special condition.
50. The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued removing this special condition.



**Department of Justice**  
Office of Justice Programs  
*Bureau of Justice Assistance*

---

Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Orbin Terry, NEPA Coordinator

**Subject:** Incorporates NEPA Compliance in Further Developmental Stages for City of Glendale

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**

**Grant**

PROJECT NUMBER

2015-DJ-BX-0835

PAGE 1 OF 1

This project is supported under FY15(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Tahitia M. Barringer  
(202) 616-3294

2. PROJECT DIRECTOR (Name, address & telephone number)

David Rice  
Management Assistant  
6835 N. 57th Drive  
Glendale, AZ 85301-0000  
(623) 930-3296

3a. TITLE OF THE PROGRAM

BJA FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

FY 15 JAG Program

5. NAME & ADDRESS OF GRANTEE

City of Glendale  
5850 West Glendale Avenue  
Glendale, AZ 85301

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2014 TO: 09/30/2018

8. BUDGET PERIOD

FROM: 10/01/2014 TO: 09/30/2018

9. AMOUNT OF AWARD

\$ 85,149

10. DATE OF AWARD

09/15/2015

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

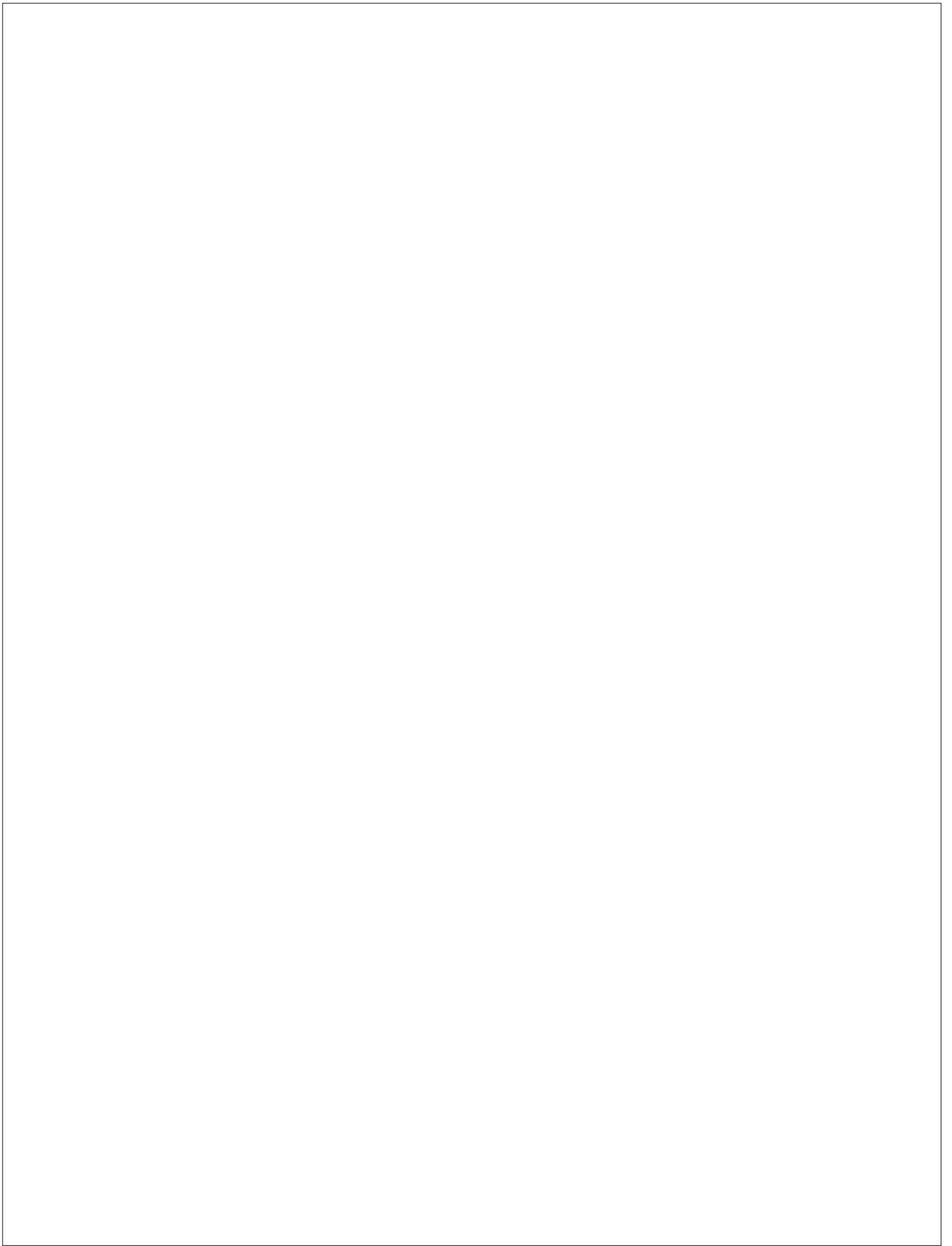
13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The grantee will use 2015 JAG awards to purchase equipment for law enforcement. The goal is to reduce gun violence and increase public safety. NCA/NCF





## Legislation Description

---

**File #:** 15-673, **Version:** 1

---

**AUTHORIZATION TO ACCEPT A FISCAL YEAR 2015 GRANT AWARD FROM THE DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, AND ENTER INTO COOPERATIVE AGREEMENT 2015-DE-BX-K060 FOR THE GLENDALE POLICE DEPARTMENT BODY-WORN CAMERA PROJECT**

Staff Contact: Debora Black, Police Chief

### **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to accept a Fiscal Year (FY) 2015 grant award on behalf of the Glendale Police Department (GPD) in the approximate amount of \$449,986 and enter into Cooperative Agreement 2015-DE-BX-K060 with the Department of Justice, Office of Justice Programs, for the Glendale Police Department Body-Worn Camera Project.

### **Background**

As technology continues to progress, society has elevated its expectation that technology will play a greater role in day to day functions, including in the criminal justice system. The technology crossover to law enforcement includes the implementation of body-worn cameras, where an opportunity exists for increased transparency and accountability. In late 2014, the Glendale Police Department began the research phase of a body-worn cameras project by forming a committee that included representatives from police administration, patrol staff, accreditation staff, police union representatives, city legal advisors, and technology staff. The group researched not only the physical cameras themselves, but sample policies, agency studies, and academic studies, as well as the documentation of federal government guidelines regarding the implementation of body-worn cameras.

Through research, it has been determined that providing video/audio footage of what an officer observes during an incident or call for service can assist with successful prosecution. In general, the documentation captured by body-worn cameras can lead to a higher conviction rate. The video/audio footage has also been used as a conduit for discussion between police officers and prosecutors, focusing on the assessment of cases, leading to stronger case development in the future. The analysis of the footage can include a review of practices that may be improved to ensure equitable application of legal principles.

The video/audio footage provided by body-worn cameras can also be utilized to assist in determining the validity of a complaint, or the appropriateness of a specific use of force. This initial use of the documentation will be to assist in establishing the facts of a particular incident. The extra value of the video/audio footage is to provide perspective and potential education. Regardless of whether the complaint would be sustained or not, or the use of force would be appropriate or not, a potential exists to utilize the documentation to educate the officers and/or the public as to what the other sees or hears during these incidents, and how it is perceived. This can then be the foundation for analysis, discussion or education that will lead to greater

understanding between citizens and police. The information from the body cameras will not only be used for a potential direct answer to a complaint, but more importantly it can be used as the impetus for greater understanding between the police department and the community.

### **Analysis**

Body-worn camera policy development specific to the Glendale Police Department is currently underway with ongoing input from patrol staff, accreditation staff, police union representatives, city legal advisors, technology staff, records staff, and executive staff. It is also necessary to address the issues surrounding law enforcement recordings and identify the retention and public access/privacy issues surrounding all video/audio, whether it is on-officer, in-squad, or other recordings, and provide a recommended policy regarding retention and public access. Input from the county attorney has come in the form of county-wide forums including prosecutors and law enforcement. It is understood that technology utilized for law enforcement recording will continue to evolve, which will most likely have implications on the policy. It is for this reason that the policy will be monitored and reviewed at least annually to ensure it still meets the current state of operations.

The formal discussion regarding this project has already begun as described above. Through meetings with supervisory staff, input has been gathered from that level, and as the project continues formal feedback sessions with the patrol line staff will be initiated in order to receive input and help with the transition into the use of the cameras. The discussion coupled with research will lead to the final development of the Glendale Police Department policy regarding the use of body-worn cameras. The policy will clarify many issues associated with implementing a body camera project.

If approved, the grant funds will be used for the initial phase of the project in order to train and deploy officer worn cameras to the 288 officers that have direct contact with the public. The additional purchase of 12 officer-worn cameras for further deployment with specialty units such as investigations and emergency operations is also planned. The grant also provides funding for the required software, computer hardware, as well as a full-time employee to manage the data and information collected by the body cameras. The grant project period and grant budget period is October 1, 2015 through September 30, 2017. Staff is requesting that Council adopt the proposed resolution, which authorizes the City Manager to enter into a cooperative agreement with the Department of Justice, Office of Justice Programs, and accept a grant award in the approximate amount of \$449,986.

### **Budget and Financial Impacts**

There is an equal financial match required by the City in the amount of \$449,986. The matching funds will be dispersed over the two year grant period and the Police Department can absorb the first year's match within the current FY 15-16 budget. Any remaining matching funds will be built in to the proposed Police Department FY 16-17 budget that will be submitted for Council approval. The Police Department will be able to meet the financial match grant obligation with no impact to current services. A specific project account will be established in the city's grant fund, 1840, once the grant is fully executed.

RESOLUTION NO. 5031 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF THE FY 2015 GRANT AWARD (AGREEMENT NO. 2015-DE-BX-K060) FROM THE DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, TO ASSIST WITH THE GLENDALE POLICE DEPARTMENT BODY WORN CAMERA PROJECT IN THE APPROXIMATE AMOUNT OF \$449,986 ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council of the City of Glendale hereby accepts the FY 2015 Grant Award from the Department of Justice, Office of Justice Programs for the Glendale Police Department Body Worn Camera project (Agreement No. 2015-DE-BX-K060) in the approximate amount of \$449,986 on behalf of the Glendale Police Department.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute any and all documents necessary for the acceptance of said grant on behalf of the City of Glendale. Said agreement is on file in the office of the City Clerk of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
M A Y O R

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager



**Department of Justice**

Office of Justice Programs

---

Office of the Assistant Attorney General

*Washington, D.C. 20531*

September 21, 2015

Chief Deborah Black  
City of Glendale  
5850 West Glendale Avenue  
Glendale, AZ 85301-2563

Dear Chief Black:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 15 Body-Worn Camera Policy and Implementation Program: Implementation of New BWC Program for Mid-Sized Agencies in the amount of \$449,986 for City of Glendale.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Gerardo Velazquez, Program Manager at (202) 353-8645; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Karol V. Mason".

Karol Virginia Mason  
Assistant Attorney General

Enclosures





## OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

Department of Justice

810 7th Street, NW  
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: [askOCR@usdoj.gov](mailto:askOCR@usdoj.gov)

Website: [www.ojp.usdoj.gov/ocr](http://www.ojp.usdoj.gov/ocr)

---

September 21, 2015

Chief Deborah Black  
City of Glendale  
5850 West Glendale Avenue  
Glendale, AZ 85301-2563

Dear Chief of Police Black:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

### **Ensuring Access to Federally Assisted Programs**

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

### **Enforcing Civil Rights Laws**

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

## **Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

## **Ensuring Equal Treatment for Faith-Based Organizations**

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at [http://www.ojp.usdoj.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm).

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

## **Using Arrest and Conviction Records in Making Employment Decisions**

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at [http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf). Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

## **Complying with the Safe Streets Act**

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

### **Meeting the EEOP Requirement**

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at [EEOSubmission@usdoj.gov](mailto:EEOSubmission@usdoj.gov).

### **Meeting the Requirement to Submit Findings of Discrimination**


If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

### **Ensuring the Compliance of Subrecipients**

SAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see [http://www.ojp.usdoj.gov/funding/other\\_requirements.htm](http://www.ojp.usdoj.gov/funding/other_requirements.htm).

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Cooperative Agreement**

PAGE 1 OF 8

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Glendale 5850 West Glendale Avenue Glendale, AZ 85301-2563		4. AWARD NUMBER: 2015-DE-BX-K060	
2a. GRANTEE IRS/VENDOR NO. 866000250		5. PROJECT PERIOD: FROM 10/01/2015 TO 09/30/2017 BUDGET PERIOD: FROM 10/01/2015 TO 09/30/2017	
2b. GRANTEE DUNS NO. 077523579		6. AWARD DATE 09/21/2015	7. ACTION  Initial
3. PROJECT TITLE Glendale Police Department Body Worn Camera Project		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 449,986	
		11. TOTAL AWARD \$ 449,986	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY15(BJA - Body-worn Cameras) 42 USC 3756(a)(1); 42 USC 3715 note			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
15. METHOD OF PAYMENT GPRS			
[REDACTED] AGENCY APPROVAL [REDACTED]		[REDACTED] GRANTEE ACCEPTANCE [REDACTED]	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Karol Virginia Mason Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Deborah Black Chief of Police	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
[REDACTED] AGENCY USE ONLY [REDACTED]			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. DIV. REG. SUB. POMS AMOUNT X B DE 80 00 00 449986		21. PDEUGT1585	



Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 2 OF 8

PROJECT NUMBER 2015-DE-BX-K060

AWARD DATE 09/21/2015

*SPECIAL CONDITIONS*

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.

Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").
3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.
4. The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
5. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
6. The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov) hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig)



Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 3 OF 8

PROJECT NUMBER 2015-DE-BX-K060

AWARD DATE 09/21/2015

*SPECIAL CONDITIONS*

7. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award --

a. it represents that --

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

8. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 4 OF 8

PROJECT NUMBER 2015-DE-BX-K060

AWARD DATE 09/21/2015

*SPECIAL CONDITIONS*

10. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
12. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
13. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
14. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
15. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
16. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
17. A recipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).
18. The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.





Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 5 OF 8

PROJECT NUMBER 2015-DE-BX-K060

AWARD DATE 09/21/2015

*SPECIAL CONDITIONS*

19. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.
20. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
21. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
22. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.
23. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
24. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
25. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
26. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).





Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 6 OF 8

PROJECT NUMBER 2015-DE-BX-K060

AWARD DATE 09/21/2015

*SPECIAL CONDITIONS*

27. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

28. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
29. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.
30. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.



Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 7 OF 8

PROJECT NUMBER 2015-DE-BX-K060

AWARD DATE 09/21/2015

*SPECIAL CONDITIONS*

31. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.



Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 8 OF 8

PROJECT NUMBER 2015-DE-BX-K060

AWARD DATE 09/21/2015

*SPECIAL CONDITIONS*

32. The recipient is authorized to obligate, expend, or draw down funds in an amount not to exceed 10% of this award for the sole purpose of developing a Body-Worn Camera (BWC) policy. The BWC policy must be submitted no later than 180 days of award acceptance, unless an extension for good cause shown has been granted by BJA. The recipient is not authorized to incur any additional obligations, make any additional expenditures, or draw down any additional funds until BJA has approved the recipient's completed BWC policy and has issued a Grant Adjustment Notice (GAN) removing this condition.
33. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
34. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)  
  
This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
35. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.
36. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2015-DE-BX-K060 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.



**Department of Justice**  
Office of Justice Programs  
*Bureau of Justice Assistance*

---

Washington, D.C. 20531

**Memorandum To:** Official Grant File  
**From:** Orbin Terry, NEPA Coordinator  
**Subject:** Categorical Exclusion for City of Glendale

Awards under this program will be used to plan or implement a body worn camera program. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation which will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**  
**Cooperative Agreement**

PROJECT NUMBER  
2015-DE-BX-K060

PAGE 1 OF 1

This project is supported under FY15(BJA - Body-worn Cameras) 42 USC 3756(a)(1); 42 USC 3715 note

1. STAFF CONTACT (Name & telephone number)

Gerardo Velazquez  
(202) 353-8645

2. PROJECT DIRECTOR (Name, address & telephone number)

Rick St John  
Assistant Chief of Police  
5850 W Glendale Ave  
Glendale, AZ 85301  
(623) 930-3210

3a. TITLE OF THE PROGRAM

BJA FY 15 Body-Worn Camera Policy and Implementation Program: Implementation of New BWC Program for Mid-Sized Agencies

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Glendale Police Department Body Worn Camera Project

5. NAME & ADDRESS OF GRANTEE

City of Glendale  
5850 West Glendale Avenue  
Glendale, AZ 85301-2563

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2015 TO: 09/30/2017

8. BUDGET PERIOD

FROM: 10/01/2015 TO: 09/30/2017

9. AMOUNT OF AWARD

\$ 449,986

10. DATE OF AWARD

09/21/2015

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Body Worn Camera Pilot Implementation program (BWC PIP) provides funding to limited units of local government and federally recognized Indian tribes that perform law enforcement functions, as determined by the department of the interior, and any department, agency, or instrumentality of the foregoing that performs criminal justice functions (including combinations of the preceding).

The Body-Worn Camera Pilot Implementation Program (BWC PIP), funded under a statutory set-aside for technology purposes (42 U.S.C. § 3756(a)(1)), will support the implementation of body-worn camera programs in law enforcement agencies across the country. The intent of the program is help agencies develop, implement or enhance, and evaluate a BWC program as one tool in a law enforcement agency's comprehensive problem solving approach to enhance officer interactions with the public and build community trust. Elements of such an approach include: Implementation of a BWC program developed in a planned and phased approach; Collaboration that leverages partnerships with cross-agency criminal justice stakeholders including prosecutors and advocacy organizations;

Implementation of appropriate privacy policies; Implementation of operational procedures and tracking mechanisms; Training of officers, administrators, and associated agencies requiring access to digital multimedia evidence (DME); Adoption of practices and deployment of BWC programs appropriately addressing operational requirements.

CA/NCF



## Legislation Description

---

**File #: 15-653, Version: 1**

---

**ABANDONMENT OF A PUBLIC WATER LINE EASEMENT AND THE ACCEPTANCE OF A NEW WATER LINE EASEMENT AT ORCHARD POINTE AT ARROWHEAD**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt an ordinance abandoning a public water line easement and accepting a new water line easement at Orchard Pointe at Arrowhead.

**Background**

The owner of Orchard Pointe at Arrowhead, located at 17200 North 67<sup>th</sup> Avenue, is requesting the City to abandon an existing public water line easement and to accept a new public water line easement. The existing easement falls under the proposed building. There are no City water lines within the easement. A new public water line will be constructed that meets the domestic water demands and fire protection of City Code. The owner, Glendale Heritage, LLC, is granting the City an easement for the new water line concurrent with the City's abandonment of the existing easement.

**Analysis**

The City has determined it is in the public interest to abandon the existing water line easement because the City no longer needs it. Staff recommends the abandonment of the public water line easement and the acceptance of a new water line easement. There will be no impact on City departments, staff or service levels as a result of this action. There are no costs incurred by the City for this action.

**Previous Related Council Action**

City Council took action to accept and take title to the water line easement per Ordinance No. 2647 passed, adopted and approved by City Council on June 10, 2008.

ORDINANCE NO. 2962 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ABANDONMENT OF A WATER LINE EASEMENT AND ACCEPTANCE OF A NEW WATER LINE EASEMENT AT 17200 NORTH 67<sup>TH</sup> AVENUE; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, on November 21, 2007, Safe Harbour Eat-I, L.L.C. granted a water line easement over and across certain real property located in the City of Glendale at 17104 North 67<sup>th</sup> Avenue and described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, upon information and belief, the Glendale City Council took action to accept the easement and to execute any legal instrument taking title to this easement on June 10, 2008 and this easement was assigned City Deed No. 3619; and

WHEREAS, the City has determined it is the public interest to abandon a current water line easement as described in Exhibit B because the City no longer needs the easement; and

WHEREAS, the City will receive a new water line easement from the owner as described in Exhibit D upon abandonment of the current water line easement; and

WHEREAS, Glendale Heritage, LLC, has agreed to provide to the City a new water line easement to allow the City to access, maintain, operate and repair said water line once construction of its project is completed;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. The City hereby abandons its interest it may have in the real property described in Exhibit B, and the related interest as may appear in the records of the Maricopa County Recorder's Office, as recorded on December 4, 2007 at Docket No. 2007-1277253 and entitled the Conveyance of Easement. The City abandons its interest in the real property identified in Exhibit B in favor of the underlying, dominant property owner, Glendale Heritage, LLC. Such abandonment and conveyance in any such interest shall take effect immediately upon the City Council's passage of this ordinance. Title to the released property shall vest in the underlying landowner as provided by law.

SECTION 2. The Council hereby authorizes and instructs the City Manager to execute the Quit Claim Deed, which is attached hereto as Exhibit C. The Quit Claim Deed grants and re-conveys the easement described in Exhibit B to Glendale Heritage, LLC.



SECTION 3. Further, as provided in A.R.S. §9-402(E), the City is not receiving payment for such abandonment and conveyance of the City's interest in the water line easement to the underlying, dominant property owner, Glendale Heritage, LLC. The City has determined that the property depicted in Exhibit B is of little or no commercial or economic value and that the City no longer needs such interest in this real property to protect the health, welfare and safety of its citizens.

SECTION 4. The City is hereby accepting an easement for the placement of a new water line pursuant to the Conveyance of Easement, which is attached as Exhibit D. Upon the execution by the Grantor, Glendale Heritage, LLC, the City will have legal title to an easement for the purpose of operating, repairing, replacing, maintaining and removing water lines consistent with the City Code.

SECTION 5. The City Council authorizes and instructs the City Manager to execute the Conveyance of Easement attached hereto as Exhibit D and any other documents that may be necessary to effect the City's acceptance of this easement.

SECTION 6. The City Clerk is instructed and authorized to forward a certified copy of this ordinance and all Exhibits as executed by the parties for recording to the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

---

M A Y O R

ATTEST:

---

City Clerk (SEAL)

APPROVED AS TO FORM:

---

City Attorney

REVIEWED BY:

---

Acting City Manager

o\_eng\_17200 n 67.doc

**EXHIBIT A**

**WHEN RECORDED MAIL TO:**

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

**DEED 3619  
ORDINANCE 2647**

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
ELECTRONIC RECORDING  
20071277253,12/04/2007 11:40,  
PCR17104N67-4-1-1--N

**CONVEYANCE OF EASEMENT**

For Ten Dollars and other valuable consideration, SAFE HARBOUR EAST-I, L.L.C., A Kansas limited liability company, hereby grants and conveys to the CITY OF GLENDALE, an Arizona Municipal Corporation, a waterline easement, 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 waterline 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 21 of November, 2007

**SAFE HARBOUR EAST-I, L.L.C.  
a Kansas limited liability company:**

By: Larry W. Coffey  
Name: Larry W. Coffey  
Its: President

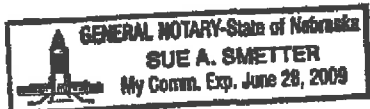
STATE OF NEBRASKA )  
  ) ss.  
County of Lancaster )

The foregoing instrument was acknowledged before me this 21 day of November, 2007 by Larry W. Coffey, as President of Safe Harbour Eat-I, L.L.C., a Kansas limited liability company, on behalf of the company.

Sue A. Smetter  
Notary Public

My commission expires:

17104 North 67<sup>th</sup> Avenue



**EXHIBIT A**

**October 10, 2007**

**EASEMENT DESCRIPTION**

An easement for waterlines over, under and across, a portion of the Southeast one-quarter of Section 36, Township 4 North, Range 1 East of the Gila and Salt River Meridian, as shown on Record of Survey in Book 719 at Page 4 M.C.R. (GDAC'S) Maricopa County, Arizona, more particularly described as follows:

**COMMENCING** at the Southeast corner of said Section 36;

**THENCE** North 00°00'04" East assumed Basis of Bearings, 1052.52 feet along the east line of said southeast one-quarter;

**THENCE** North 90°00' 00" West 65.00 feet to a line offset 65.00 feet west of and parallel with said east section line;

**THENCE** continuing North 90°00' 00" West a distance of 115.00 feet;

**THENCE** North 44°57'07" West a distance of 34.53 feet;

**THENCE** North 90°00'00" West a distance of 115.40 feet;

**THENCE** South 00°00'00" East a distance of 224.00 feet;

**THENCE** North 90°00'00" East a distance of 254.79 feet to a point on said east line;

**THENCE** South 00°00'04" West along said east line a distance of 20.00 feet;

**THENCE** South 90°00'00" West departing east line a distance of 84.00 feet;

**THENCE** South 00°03'17" East a distance of 14.83 feet;

**THENCE** South 89°56'43" West a distance of 10.00 feet;

**THENCE** North 00°03'17" West a distance of 14.84 feet;

**THENCE** South 90°00'00" West a distance of 180.79 feet;

**THENCE** North 00°00'00" West a distance of 141.72 feet;

**THENCE** North 90°00'00" West a distance of 11.99 feet;

**THENCE** North 00°00'00" East a distance of 10.00 feet;

**THENCE** North 90°00'00" East a distance of 11.99 feet;

**THENCE** North 00°00'00" West a distance of 112.28 feet;

**THENCE** North 90°00'00" East a distance of 143.70 feet;

THENCE South 44°57'07" East a distance of 34.53 feet;

THENCE South 90°00'00" East a distance of 6.89 feet;

THENCE North 00°02'53" East a distance of 30.04 feet;

THENCE South 89°57'07" East a distance of 10.00 feet;

THENCE South 00°02'53" West a distance of 30.03 feet;

THENCE South 90°00'00" East a distance of 89.81 feet to a point on said east line;

THENCE South 00°00'00" West along said east line a distance of 20.00 feet to the POINT OF BEGINNING;

SAID EASEMENT CONTAINS 16,243 sq. ft. or 0.373 acres

V3 Companies of Arizona  
Marvin Lovlein, RLS  
1048 N 44<sup>th</sup> Street, Suite 100  
Phoenix, AZ 85008  
(602) 648-4800



N 45°02'27" W  
33.97'

R=335.00  
L=37.90  
D=6°28'53"

59.50'  
S 44°57'33" W

APN # 20044745



LINE	LENGTH	BEARING
L1	115.00	N90°00'00"W
L2	34.53	N44°57'07"W
L3	115.40	S00°00'00"W
L4	224.00	S00°00'00"E
L5	254.79	N90°00'00"E
L6	20.00	S00°00'04"W
L7	84.00	S90°00'00"W
L8	14.83	S00°03'17"E
L9	10.00	S89°56'43"W
L10	14.84	N00°03'17"W
L11	180.79	S90°00'00"W
L12	141.72	N00°00'00"W
L13	11.99	N90°00'00"W
L14	10.00	N00°00'00"E
L15	11.99	N90°00'00"E
L16	112.28	N00°00'00"W
L17	143.70	N90°00'00"E
L18	34.53	S44°57'07"E
L19	6.89	S90°00'00"E
L20	30.04	N00°02'53"E
L21	10.00	S89°57'07"E
L22	30.03	S00°02'53"W
L23	89.81	S90°00'00"E
L24	20.00	S00°00'00"W

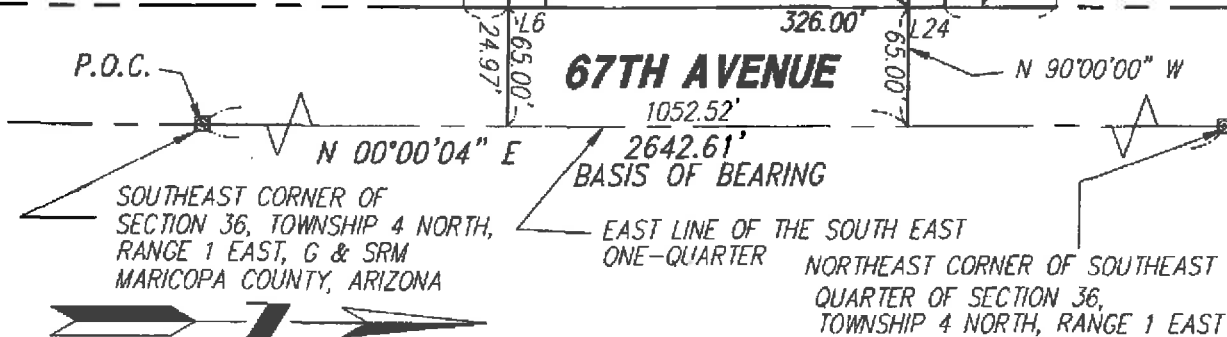
DEED # 060697983

APN # 20044744K

**LEGEND**

- EASEMENT LINE
- R/W LINE
- SECTION LINE
- MONUMENT

APN # 20044922



**WATERLINE EASEMENT EXHIBIT**  
**SUMMIT • ARROWHEAD**

**SHEET**  
**3 of 3**

**EXHIBIT B**

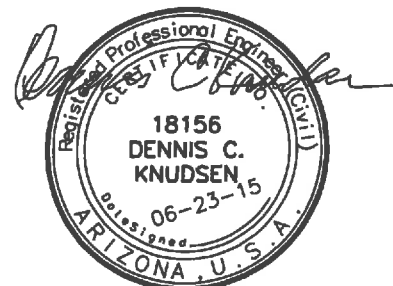
Z:\DENNIS\DWG\KTECH\006-03-14 BELL POINT\DWG\EXHIBIT\EX-WE-ABAND.DWG WE ABAND 1 - LEGAL (07-14-15 1:02:14PM) LESLII

# WATERLINE EASEMENT ABANDONMENT

## LEGAL DESCRIPTION

AN ABANDONMENT OF AN EASEMENT FOR WATERLINES OVER, UNDER AND ACROSS, A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, AS SHOWN ON RECORD OF SURVEY IN BOOK 719 AT PAGE 4 M.C.R. (GDAC'S) MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36;  
 THENCE N00°00'04"E ASSUMED BASIS OF BEARINGS, 1052.52 FEET ALONG THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER;  
 THENCE S89°59'56"W, 65.00 FEET TO A LINE OFFSET 65.00 FEET WEST AND PARALLEL TO SAID EAST SECTION LINE;  
 THENCE CONTINUING N90°00'00"W, A DISTANCE OF 115.00 FEET;  
 THENCE N44°57'07"W, A DISTANCE OF 34.53 FEET;  
 THENCE N90°00'00"W, A DISTANCE OF 115.40 FEET;  
 THENCE S00°00'00"E, A DISTANCE OF 224.00 FEET;  
 THENCE N90°00'00"E, A DISTANCE OF 254.79 FEET TO A POINT ON SAID EAST LINE;  
 THENCE S00°00'04"W ALONG SAID EAST LINE, A DISTANCE OF 20.00 FEET;  
 THENCE S90°00'00"W DEPARTING EAST LINE, A DISTANCE OF 84.00 FEET;  
 THENCE S00°03'17"E, A DISTANCE OF 14.83 FEET;  
 THENCE S89°56'43"W, A DISTANCE OF 10.00 FEET;  
 THENCE N00°03'17"W, A DISTANCE OF 14.84 FEET;  
 THENCE S90°00'00"W, A DISTANCE OF 180.79 FEET;  
 THENCE N00°00'00"W, A DISTANCE OF 141.72 FEET;  
 THENCE N90°00'00"W, A DISTANCE OF 11.99 FEET;  
 THENCE N00°00'00"E, A DISTANCE OF 10.00 FEET;  
 THENCE N90°00'00"E, A DISTANCE OF 11.99 FEET;  
 THENCE N00°00'00"W, A DISTANCE OF 112.28 FEET;  
 THENCE N90°00'00"E, A DISTANCE OF 143.70 FEET;  
 THENCE S44°57'07"E, A DISTANCE OF 34.53 FEET;  
 THENCE S90°00'00"E, A DISTANCE OF 6.89 FEET;  
 THENCE N00°02'53"E, A DISTANCE OF 30.04 FEET;  
 THENCE S89°57'07"E, A DISTANCE OF 10.00 FEET;  
 THENCE S00°02'53"W, A DISTANCE OF 30.03 FEET;  
 THENCE S90°00'00"E, A DISTANCE OF 89.81 FEET TO A POINT ON SAID EAST LINE;  
 THENCE S00°00'00"W ALONG SAID EAST LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.



EXPIRES 06-30-2015

SAID EASEMENT  
CONTAINS 16,243  
SQ. FT. OR 0.373  
ACRES

### EXHIBIT A

#### WATER EASEMENT ABANDONMENT

**ORCHARD POINTE AT ARROWHEAD  
 AL AND MC PREMIER ASSISTED LIVING  
 17200 N. 67TH AVE., GLENDALE, AZ 85308**

#### K-TECH ENGINEERING AND DESIGN, LLC

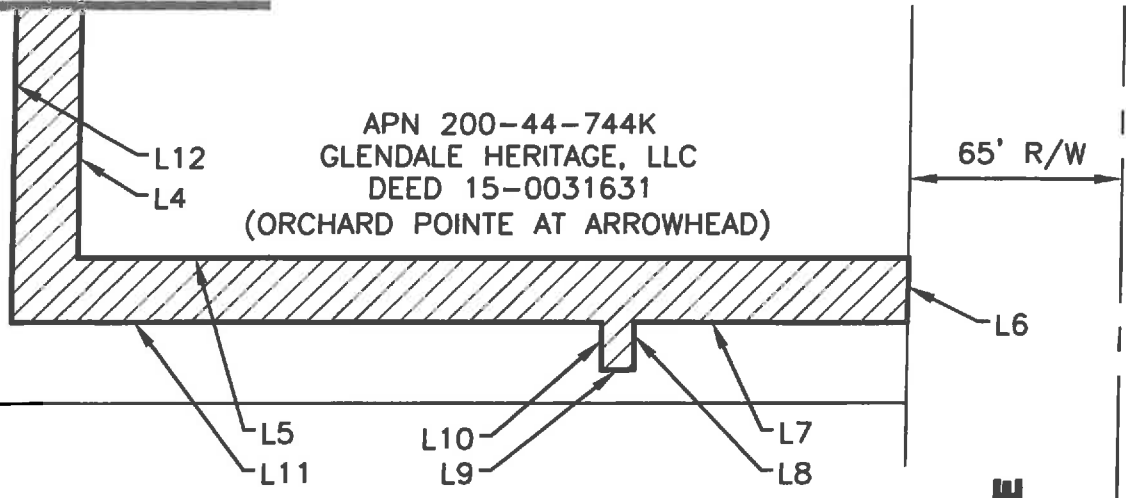
5715 East Estrid Circle  
 Scottsdale, Arizona 85254  
 PH (602) 391-5808

JOB NO. 006-03-14	DESIGNED JEC	DRAWN LAS	CHECKED DCK	DATE 06-22-2015	SHEET <b style="font-size: 2em;">1</b>
----------------------	-----------------	--------------	----------------	--------------------	---




Z:\DENNIS\DWG\KTECH\006-03-14 BELL POINT\DWG\EXHIBIT\EX-WE-ABAND.DWG WE ABAND B (06-23-15 11:57:36AM) LESLIE

MATCHLINE - SEE SHEET 2



SEE LINE TABLE ON SHEET 3

### LEGEND

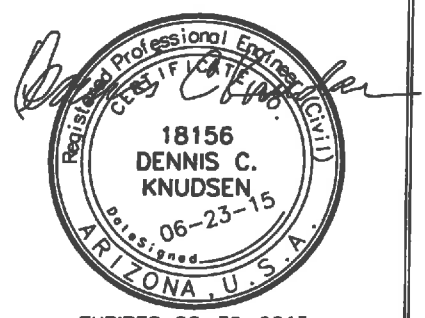
-  WATERLINE EASEMENT ABANDONMENT
- (R) RECORDED
- BCHH BRASS CAP IN HANDHOLE
- TPOB TRUE POINT OF BEGINNING



SCALE: 1" = 60'

### BELL ROAD

FND. BCHH  
SE. COR., SEC. 36,  
T. 4N., R. 1E.



## EXHIBIT B

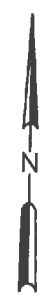
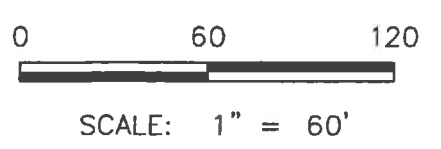
### WATER EASEMENT ABANDONMENT

**ORCHARD POINTE AT ARROWHEAD  
AL AND MC PREMIER ASSISTED LIVING  
17200 N. 67TH AVE., GLENDALE, AZ 85308**

**K-TECH ENGINEERING  
AND DESIGN, LLC**  
5715 East Estrid Circle  
Scottsdale, Arizona 85254  
PH (602) 391-5808

JOB NO. 006-03-14	DESIGNED JEC	DRAWN LAS	CHECKED DCK	DATE 06-22-2015	SHEET <b>1</b>
----------------------	-----------------	--------------	----------------	--------------------	-------------------

Z:\DENNIS\DWG\KTECH\006-03-14 BELL POINT\DWG\EXHIBIT\EX-WE-ABAND.DWG WE ABAND B (2) (07-14-15 1:02:33PM) LESLIE



SEE LINE TABLE ON SHEET 3

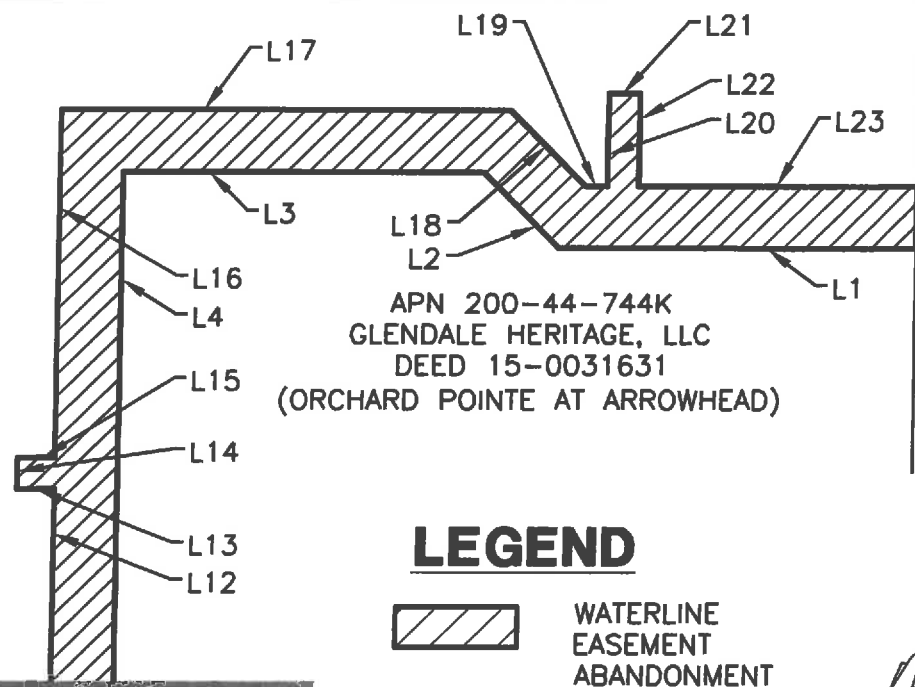
FND. BCHH  
E. 1/4 COR. SEC. 36,  
T. 4N., R. 1E.

**GROVERS AVENUE**

65' R/W

**67TH AVENUE**

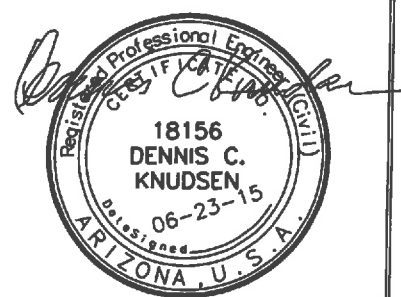
N00°00'04"E(R) 2642.59'(R)



APN 200-44-744K  
GLENDALE HERITAGE, LLC  
DEED 15-0031631  
(ORCHARD POINTE AT ARROWHEAD)

**LEGEND**

- WATERLINE EASEMENT ABANDONMENT
- (R) RECORDED
- BCHH BRASS CAP IN HANDHOLE
- TPOB TRUE POINT OF BEGINNING



EXPIRES 06-30-2015

**'EXHIBIT B'**

**WATER EASEMENT ABANDONMENT**

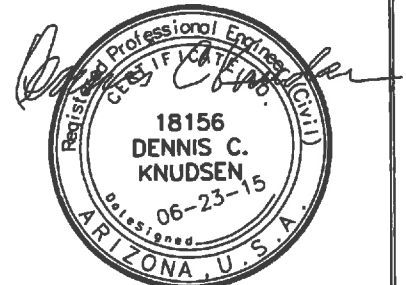
**ORCHARD POINTE AT ARROWHEAD  
AL AND MC PREMIER ASSISTED LIVING  
17200 N. 67TH AVE., GLENDALE, AZ 85308**

**K-TECH ENGINEERING AND DESIGN, LLC**

5715 East Estrid Circle  
Scottsdale, Arizona 85254  
PH (602) 391-5808

JOB NO. 006-03-14	DESIGNED JEC	DRAWN LAS	CHECKED DCK	DATE 06-22-2015	SHEET <b>2</b>
----------------------	-----------------	--------------	----------------	--------------------	-------------------

LINE TABLE		
LINE	LENGTH	BEARING
L1	115.00'	N90°00'00"W
L2	34.53'	N44°57'07"W
L3	115.40'	N00°00'00"W
L4	224.00'	S00°00'00"E
L5	254.79'	N90°00'00"E
L6	20.00'	S00°00'04"W
L7	84.00'	S90°00'00"W
L8	14.83'	N00°03'17"W
L9	10.00'	S89°56'43"W
L10	14.84'	N00°03'17"W
L11	180.79'	S90°00'00"W
L12	141.72'	N00°00'00"W
L13	11.99'	N90°00'00"W
L14	10.00'	N00°00'00"E
L15	11.99'	N90°00'00"E
L16	112.28'	N00°00'00"W
L17	143.70'	N90°00'00"E
L18	34.53'	S44°57'07"E
L19	6.89'	S90°00'00"E
L20	30.04'	N00°02'53"E
L21	10.00'	S89°57'07"E
L22	30.03'	S00°02'53"W
L23	89.81'	S90°00'00"E
L24	20.00'	S00°00'00"W



EXPIRES 06-30-2015

## "EXHIBIT B"

<b>WATER EASEMENT ABANDONMENT</b>				<b>K-TECH ENGINEERING AND DESIGN, LLC</b> 5715 East Estrid Circle Scottsdale, Arizona 85254 PH (602) 391-5808	
<b>ORCHARD POINTE AT ARROWHEAD                  AL AND MC PREMIER ASSISTED LIVING                  17200 N. 67TH AVE., GLENDALE, AZ 85308</b>					
JOB NO. 006-03-14	DESIGNED JEC	DRAWN LAS	CHECKED DCK	DATE 06-22-2015	SHEET <b style="font-size: 2em;">3</b>



**ABANDON WATER LINE EASEMENT  
ORCHARD POINT AT ARROWHEAD**

## EXHIBIT C

When recorded, mail to  
Glendale City Clerk  
5850 West Glendale Avenue  
Glendale, Arizona 85301

## QUIT CLAIM DEED

---

---

For the consideration of Ten Dollars, and other valuable considerations, the **City of Glendale, an Arizona municipal corporation**, (Grantor) does hereby quitclaim to Glendale Heritage, LLC, an Arizona limited liability company, (Grantee) any and all right, title and interest to and in that certain parcel of Real Property situated in Maricopa County and described as follows:

**See Attached Description, "Exhibit A"**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

---

Richard A. Bowers  
Acting City Manager

### **Exempt Pursuant to A.R.S. §11-1134 (A)(3)**

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by Richard A Bowers, Acting City Manager for the City of Glendale, who acknowledged that he executed this instrument for the purposes therein contained.

---

Notary Public

My commission expires:

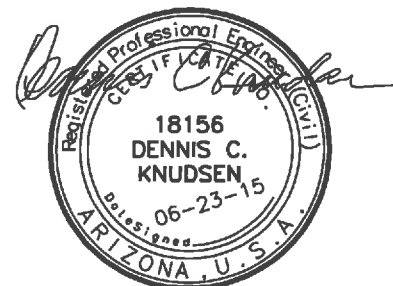
17200 N. 67th Ave

# WATERLINE EASEMENT RELEASE

## LEGAL DESCRIPTION

THE RELEASE OF AN EASEMENT FOR WATERLINES OVER, UNDER AND ACROSS, A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, AS SHOWN ON RECORD OF SURVEY IN BOOK 719 AT PAGE 4 M.C.R. (GDAC'S) MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36;  
 THENCE N00°00'04"E ASSUMED BASIS OF BEARINGS, 1052.52 FEET ALONG THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER;  
 THENCE S89°59'56"W, 65.00 FEET TO A LINE OFFSET 65.00 FEET WEST AND PARALLEL TO SAID EAST SECTION LINE;  
 THENCE CONTINUING N90°00'00"W, A DISTANCE OF 115.00 FEET;  
 THENCE N44°57'07"W, A DISTANCE OF 34.53 FEET;  
 THENCE N90°00'00"W, A DISTANCE OF 115.40 FEET;  
 THENCE S00°00'00"E, A DISTANCE OF 224.00 FEET;  
 THENCE N90°00'00"E, A DISTANCE OF 254.79 FEET TO A POINT ON SAID EAST LINE;  
 THENCE S00°00'04"W ALONG SAID EAST LINE, A DISTANCE OF 20.00 FEET;  
 THENCE S90°00'00"W DEPARTING EAST LINE, A DISTANCE OF 84.00 FEET;  
 THENCE S00°03'17"E, A DISTANCE OF 14.83 FEET;  
 THENCE S89°56'43"W, A DISTANCE OF 10.00 FEET;  
 THENCE N00°03'17"W, A DISTANCE OF 14.84 FEET;  
 THENCE S90°00'00"W, A DISTANCE OF 180.79 FEET;  
 THENCE N00°00'00"W, A DISTANCE OF 141.72 FEET;  
 THENCE N90°00'00"W, A DISTANCE OF 11.99 FEET;  
 THENCE N00°00'00"E, A DISTANCE OF 10.00 FEET;  
 THENCE N90°00'00"E, A DISTANCE OF 11.99 FEET;  
 THENCE N00°00'00"W, A DISTANCE OF 112.28 FEET;  
 THENCE N90°00'00"E, A DISTANCE OF 143.70 FEET;  
 THENCE S44°57'07"E, A DISTANCE OF 34.53 FEET;  
 THENCE S90°00'00"E, A DISTANCE OF 6.89 FEET;  
 THENCE N00°02'53"E, A DISTANCE OF 30.04 FEET;  
 THENCE S89°57'07"E, A DISTANCE OF 10.00 FEET;  
 THENCE S00°02'53"W, A DISTANCE OF 30.03 FEET;  
 THENCE S90°00'00"E, A DISTANCE OF 89.81 FEET TO A POINT ON SAID EAST LINE;  
 THENCE S00°00'00"W ALONG SAID EAST LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.



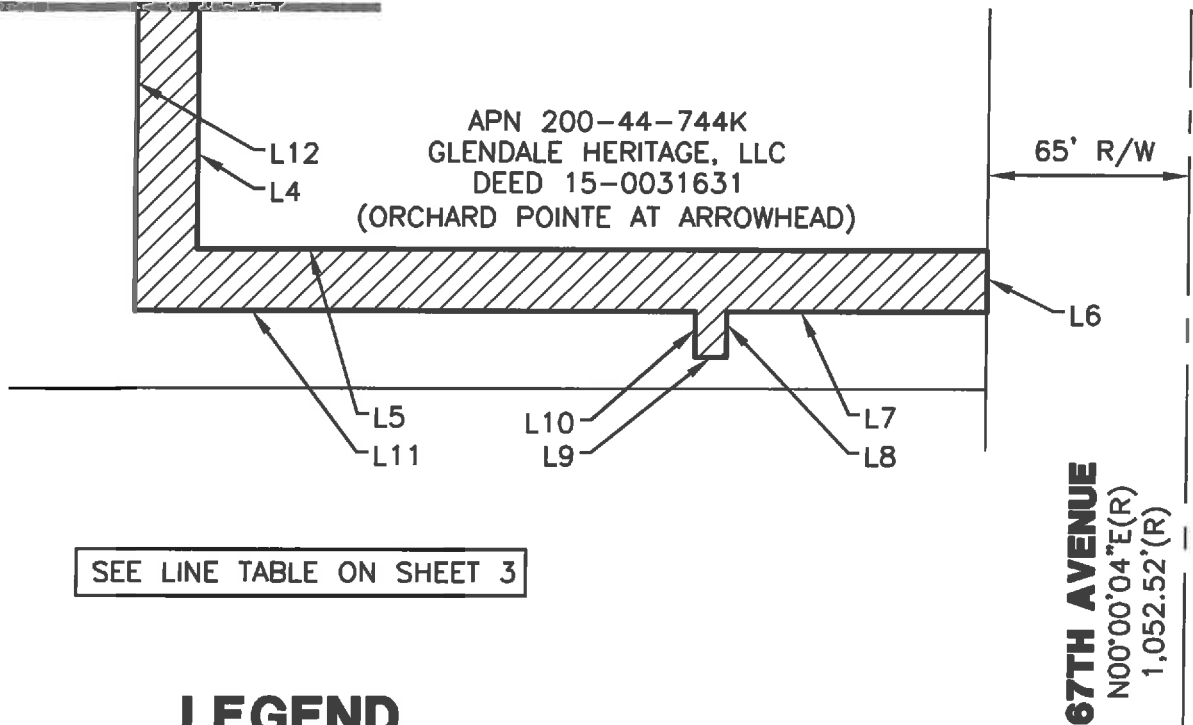
EXPIRES 06-30-2015

SAID EASEMENT  
CONTAINS 16,243  
SQ. FT. OR 0.373  
ACRES

## EXHIBIT A


<b>WATER EASEMENT RELEASE</b>				<b>K-TECH ENGINEERING AND DESIGN, LLC</b>	
<b>ORCHARD POINTE AT ARROWHEAD AL AND MC PREMIER ASSISTED LIVING 17200 N. 67TH AVE., GLENDALE, AZ 85308</b>				5715 East Estrid Circle Scottsdale, Arizona 85254 PH (602) 391-5808	
JOB NO. 006-03-14	DESIGNED JEC	DRAWN LAS	CHECKED DCK	DATE 06-22-2015	SHEET <b>1</b>

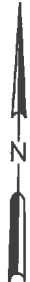
MATCHLINE - SEE SHEET 2



SEE LINE TABLE ON SHEET 3

**LEGEND**

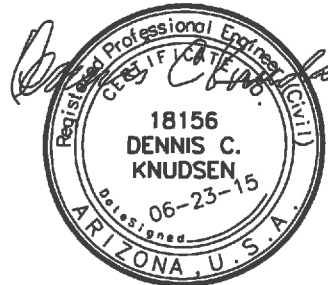
-  WATERLINE EASEMENT RELEASE
- (R) RECORDED
- BCHH BRASS CAP IN HANDHOLE
- TPOB TRUE POINT OF BEGINNING



SCALE: 1" = 60'

**BELL ROAD**

FND. BCHH  
SE. COR., SEC. 36,  
T. 4N., R. 1E.



EXPIRES 06-30-2015

**"EXHIBIT B"**

<b>WATER EASEMENT RELEASE</b>				<b>K-TECH ENGINEERING AND DESIGN, LLC</b> 5715 East Estrid Circle Scottsdale, Arizona 85254 PH (602) 391-5808	
<b>ORCHARD POINTE AT ARROWHEAD</b> <b>AL AND MC PREMIER ASSISTED LIVING</b> <b>17200 N. 67TH AVE., GLENDALE, AZ 85308</b>					
JOB NO. 006-03-14	DESIGNED JEC	DRAWN LAS	CHECKED DCK	DATE 06-22-2015	SHEET <b>1</b>



FND. BCHH  
 E. 1/4 COR. SEC. 36,  
 T. 4N., R. 1E.

0 60 120



SCALE: 1" = 60'



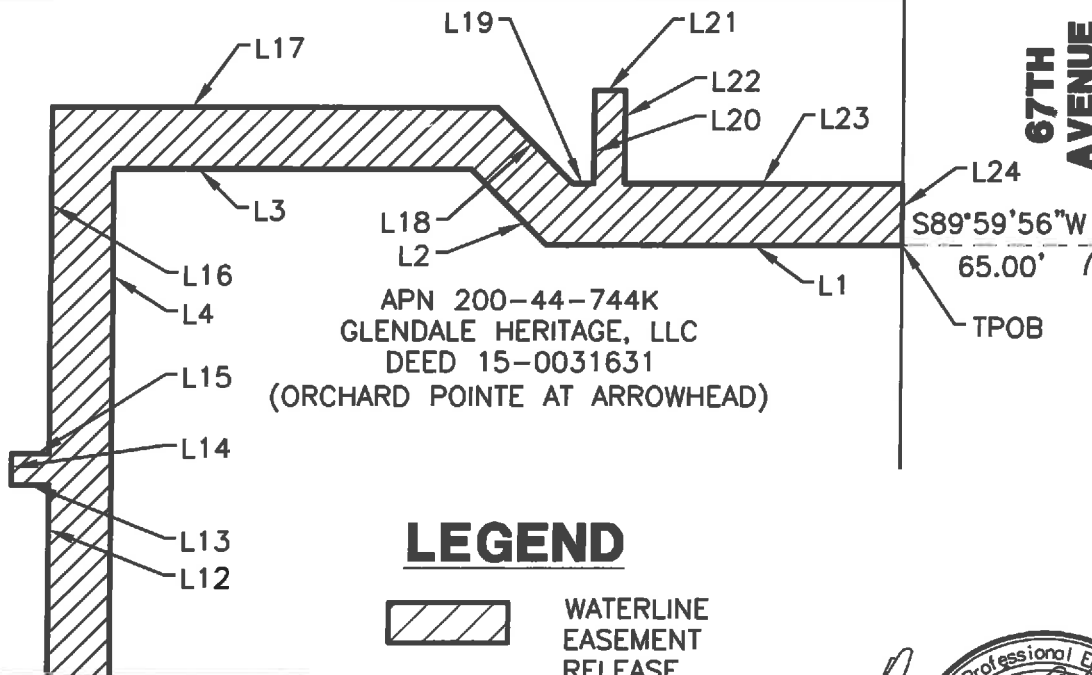
SEE LINE TABLE ON SHEET 3

**GROVERS AVENUE**

65' R/W

**67TH AVENUE**

N00°00'04"E(R) 2642.59'(R)



APN 200-44-744K  
 GLENDALE HERITAGE, LLC  
 DEED 15-0031631  
 (ORCHARD POINTE AT ARROWHEAD)

**LEGEND**



WATERLINE  
 EASEMENT  
 RELEASE

(R)

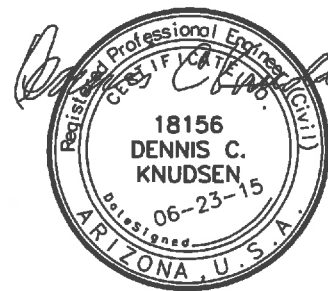
RECORDED

BCHH

BRASS CAP  
 IN HANDHOLE

TPOB

TRUE POINT  
 OF BEGINNING



EXPIRES 06-30-2015

**'EXHIBIT B'**

**WATER EASEMENT RELEASE**

**ORCHARD POINTE AT ARROWHEAD  
 AL AND MC PREMIER ASSISTED LIVING  
 17200 N. 67TH AVE., GLENDALE, AZ 85308**

**K-TECH ENGINEERING  
 AND DESIGN, LLC**

5715 East Estrid Circle  
 Scottsdale, Arizona 85254  
 PH (602) 391-5808

JOB NO.  
 006-03-14

DESIGNED  
 JEC

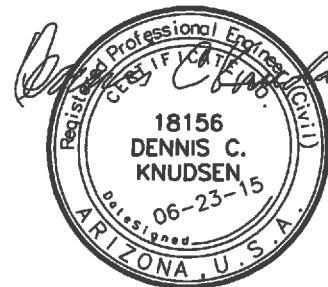
DRAWN  
 LAS

CHECKED  
 DCK

DATE  
 06-22-2015

SHEET **2**

LINE TABLE		
LINE	LENGTH	BEARING
L1	115.00'	N90°00'00"W
L2	34.53'	N44°57'07"W
L3	115.40'	N00°00'00"W
L4	224.00'	S00°00'00"E
L5	254.79'	N90°00'00"E
L6	20.00'	S00°00'04"W
L7	84.00'	S90°00'00"W
L8	14.83'	N00°03'17"W
L9	10.00'	S89°56'43"W
L10	14.84'	N00°03'17"W
L11	180.79'	S90°00'00"W
L12	141.72'	N00°00'00"W
L13	11.99'	N90°00'00"W
L14	10.00'	N00°00'00"E
L15	11.99'	N90°00'00"E
L16	112.28'	N00°00'00"W
L17	143.70'	N90°00'00"E
L18	34.53'	S44°57'07"E
L19	6.89'	S90°00'00"E
L20	30.04'	N00°02'53"E
L21	10.00'	S89°57'07"E
L22	30.03'	S00°02'53"W
L23	89.81'	S90°00'00"E
L24	20.00'	S00°00'00"W



EXPIRES 06-30-2015

**"EXHIBIT B"**

<b>WATER EASEMENT RELEASE</b>				<b>K-TECH ENGINEERING AND DESIGN, LLC</b> 5715 East Estrid Circle Scottsdale, Arizona 85254 PH (602) 391-5808	
<b>ORCHARD POINTE AT ARROWHEAD AL AND MC PREMIER ASSISTED LIVING 17200 N. 67TH AVE., GLENDALE, AZ 85308</b>					
JOB NO. 006-03-14	DESIGNED JEC	DRAWN LAS	CHECKED DCK	DATE 06-22-2015	SHEET <b>3</b>

## EXHIBIT D

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, **GLENDALE HERITAGE, LLC**, an Arizona limited liability company, hereby grants to the City of Glendale, an Arizona Municipal Corporation, an easement to install, repair, operate, maintain and remove underground water line or lines and related facilities (“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 \_\_\_\_\_, 2015.

17200 N. 67<sup>th</sup> Avenue

GLENDALE HERITAGE, LLC  
AN Arizona limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**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 \_\_\_\_\_, 2015, by \_\_\_\_\_, the \_\_\_\_\_ of Glendale Heritage, LLC, an Arizona limited liability company, for and on behalf of the company.

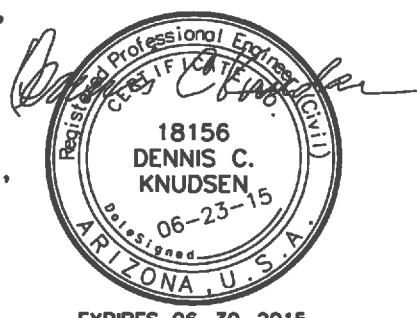
\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

Z:\DENNIS\DWG\KTECH\006-03-14 BELL POINT\DWG\EXHIBIT\EX-WE-ORCHARD.DWG WE LEGAL 1 (06-23-15 11:12:32AM) LESLIE

# WATERLINE EASEMENT LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36;  
 THENCE NORTH 00 DEGREES 02 MINUTES 31 SECONDS EAST (R) ALONG THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 807.95 FEET (C), SAID EAST LINE ALSO BEING THE CENTERLINE OF NORTH 67TH AVENUE;  
 THENCE LEAVING SAID CENTERLINE, NORTH 89 DEGREES 57 MINUTES 29 SECONDS WEST (M) A DISTANCE OF 65.00 FEET (R,M) TO THE SOUTHEAST PROPERTY CORNER OF ASSESSOR'S PARCEL NUMBER 200-44-744K;  
 THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (R), A DISTANCE OF 78.98 FEET (C) ALONG THE SOUTHERN PROPERTY LINE OF SAID PARCEL TO THE TRUE POINT OF BEGINNING;  
 THENCE CONTINUING ALONG SAID SOUTHERN PROPERTY LINE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (M), A DISTANCE OF 20.00 FEET (M);  
 THENCE LEAVING SAID SOUTHERN PROPERTY LINE, NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST (M), A DISTANCE OF 34.01 FEET (M);  
 THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (M), A DISTANCE OF 111.64 FEET (M);  
 THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST (M), A DISTANCE OF 14.00 FEET (M);  
 THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (M), A DISTANCE OF 10.00 FEET (M);  
 THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST (M), A DISTANCE OF 14.00 FEET (M);  
 THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (M), A DISTANCE OF 213.12 FEET (M);  
 THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST (M), A DISTANCE OF 14.00 FEET (M);  
 THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (M), A DISTANCE OF 10.00 FEET (M);  
 THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST (M), A DISTANCE OF 14.00 FEET (M);



...CONTINUED ON SHEET 2..

## EXHIBIT A

EXPIRES 06-30-2015

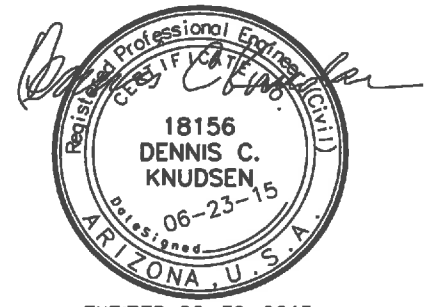
<b>WATER EASEMENT</b>				<b>K-TECH ENGINEERING AND DESIGN, LLC</b>	
<b>ORCHARD POINTE AT ARROWHEAD AL AND MC PREMIER ASSISTED LIVING</b>				5715 East Estrid Circle	
<b>17200 N. 67TH AVE., GLENDALE, AZ 85308</b>				Scottsdale, Arizona 85254	
				PH (602) 391-5808	
JOB NO. 006-03-14	DESIGNED JEC	DRAWN LAS	CHECKED DCK	DATE 06-22-2015	SHEET <b>1</b>

Z:\DENNIS\DWG\KTECH\006-03-14 BELL POINT\DWG\EXHIBIT\EX-WE-ORCHARD.DWG WE LEGAL 2 (06-23-15 11:12:43AM) LESLIE

# WATERLINE EASEMENT LEGAL DESCRIPTION

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (M), A DISTANCE OF 96.08 FEET (M);  
 THENCE NORTH 44 DEGREES 59 MINUTES 07 SECONDS WEST (M), A DISTANCE OF 65.89 FEET (M);  
 THENCE NORTH 45 DEGREES 01 MINUTES 03 SECONDS EAST (M), A DISTANCE OF 137.31 FEET (M);  
 THENCE NORTH 44 DEGREES 58 MINUTES 57 SECONDS WEST (M), A DISTANCE OF 20.00 FEET (M);  
 THENCE NORTH 45 DEGREES 01 MINUTES 03 SECONDS EAST (M), A DISTANCE OF 10.00 FEET (M);  
 THENCE SOUTH 44 DEGREES 58 MINUTES 57 SECONDS EAST (M), A DISTANCE OF 20.00 FEET (M);  
 THENCE NORTH 45 DEGREES 01 MINUTES 03 SECONDS EAST (M), A DISTANCE OF 178.53 FEET (M);  
 THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST (M), A DISTANCE OF 17.43 FEET (M);  
 THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST (M), A DISTANCE OF 12.00 FEET (M);  
 THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST (M), A DISTANCE OF 10.00 FEET (M);  
 THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST (M), A DISTANCE OF 12.00 FEET (M);  
 THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST (M), A DISTANCE OF 194.01 FEET (M);  
 THENCE NORTH 78 DEGREES 47 MINUTES 27 SECONDS EAST (M), A DISTANCE OF 36.07 FEET (M);  
 THENCE SOUTH 89 DEGREES 57 MINUTES 33 SECONDS EAST (M), A DISTANCE OF 99.35 FEET (M) TO THE EAST PROPERTY LINE OF SAID APN 200-44-744K, SAID EAST PROPERTY LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF SAID 67TH AVENUE;

...CONTINUED ON SHEET 3...



## 'EXHIBIT A'

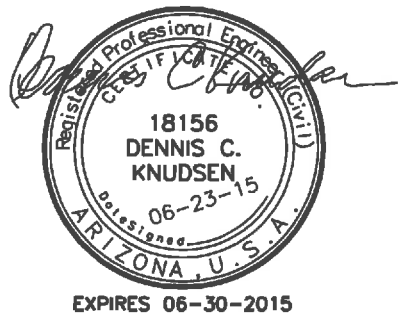
EXPIRES 06-30-2015

<b>WATER EASEMENT</b>				<b>K-TECH ENGINEERING AND DESIGN, LLC</b> 5715 East Estrid Circle Scottsdale, Arizona 85254 PH (602) 391-5808	
<b>ORCHARD POINTE AT ARROWHEAD AL AND MC PREMIER ASSISTED LIVING</b> <b>17200 N. 67TH AVE., GLENDALE, AZ 85308</b>					
JOB NO. 006-03-14	DESIGNED JEC	DRAWN LAS	CHECKED DCK	DATE 06-22-2015	<b>2</b>

Z:\DENNIS\DWG\KTECH\006-03-14 BELL POINT\DWG\EXHIBIT\EX-WE-ORCHARD.DWG WE LEGAL 3 (07-14-15 12:43:43PM) LESLIE

# WATERLINE EASEMENT LEGAL DESCRIPTION

THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 00 DEGREES 02 MINUTES 31 SECONDS WEST (M), A DISTANCE OF 20.00 FEET (M);  
 THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 89 DEGREES 57 MINUTES 33 SECONDS WEST (M), A DISTANCE OF 97.38 FEET (M);  
 THENCE SOUTH 78 DEGREES 47 MINUTES 27 SECONDS WEST (M), A DISTANCE OF 36.06 FEET (M);  
 THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (M), A DISTANCE OF 220.78 FEET (M);  
 THENCE SOUTH 45 DEGREES 01 MINUTES 03 SECONDS WEST (M), A DISTANCE OF 293.56 FEET (M);  
 THENCE SOUTH 44 DEGREES 59 MINUTES 07 SECONDS EAST (M), A DISTANCE OF 41.60 FEET (M);  
 THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST (M), A DISTANCE OF 452.56 FEET (M);  
 THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST (M), A DISTANCE OF 12.00 FEET (M);  
 THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST (M), A DISTANCE OF 39.64 FEET (M);  
 THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST (M), A DISTANCE OF 16.00 FEET (M);  
 THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST (M), A DISTANCE OF 39.64 FEET (M);  
 THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST (M), A DISTANCE OF 26.01 FEET (M) TO THE TRUE POINT OF BEGINNING.  
 SAID WATER EASEMENT CONTAINING 24,189 SQ. FEET, OR 0.56 ACRES.



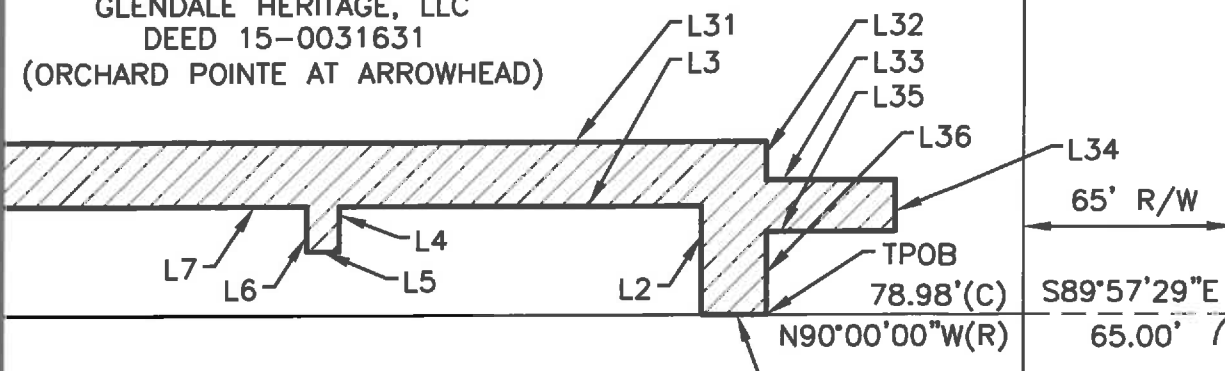
## 'EXHIBIT A'

<b>WATER EASEMENT</b>				<b>K-TECH ENGINEERING AND DESIGN, LLC</b>	
<b>ORCHARD POINTE AT ARROWHEAD AL AND MC PREMIER ASSISTED LIVING 17200 N. 67TH AVE., GLENDALE, AZ 85308</b>				5715 East Estrid Circle Scottsdale, Arizona 85254 PH (602) 391-5808	
JOB NO. 006-03-14	DESIGNED JEC	DRAWN LAS	CHECKED DCK	DATE 06-22-2015	SHEET <b>3</b>



MATCHLINE - SEE SHEET 2

APN 200-44-744K  
 GLENDALE HERITAGE, LLC  
 DEED 15-0031631  
 (ORCHARD POINTE AT ARROWHEAD)




APN 200-44-922  
 2700 ARROWHEAD, LLC  
 M.C.R. 861-37  
 (CAVAN COMMERCIAL)

**67TH AVENUE**  
 N00°02'31"E(R)  
 807.95'(M)

**BELL ROAD**

FND. BCHH  
 SE. COR., SEC. 36,  
 T. 4N., R. 1E.

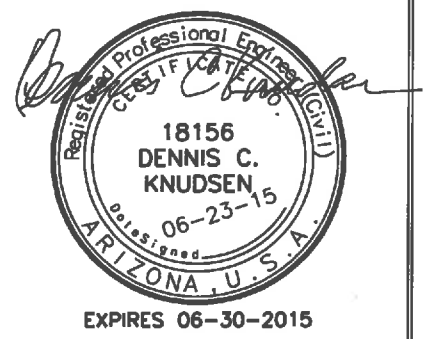
**LEGEND**

-  WATERLINE EASEMENT ABANDONMENT
- (R) RECORDED
- (M) MEASURED
- (C) CALCULATED
- BCHH BRASS CAP IN HANDHOLE
- TPOB TRUE POINT OF BEGINNING



SCALE: 1" = 60'

SEE LINE TABLE ON SHEET 5



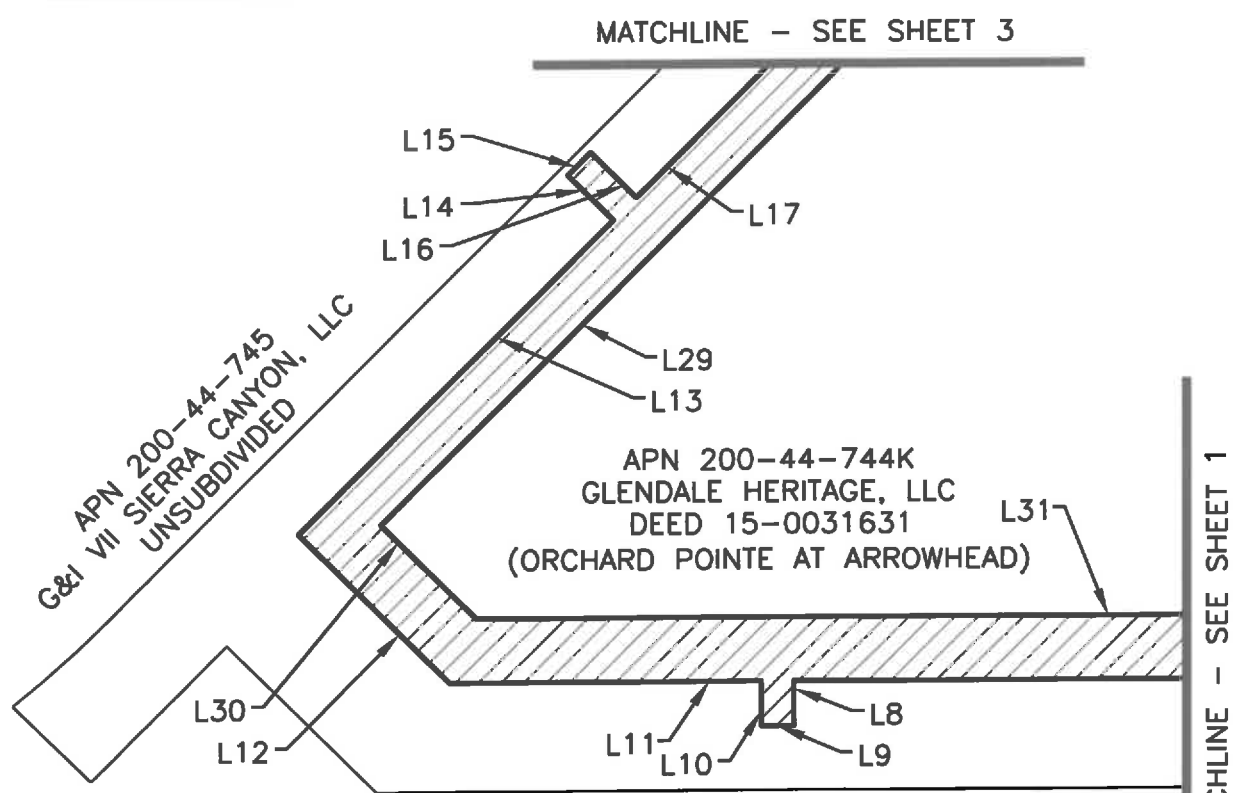
**'EXHIBIT B'**

**WATER EASEMENT**

**ORCHARD POINTE AT ARROWHEAD  
 AL AND MC PREMIER ASSISTED LIVING  
 17200 N. 67TH AVE., GLENDALE, AZ 85308**

**K-TECH ENGINEERING  
 AND DESIGN, LLC**  
 5715 East Estrid Circle  
 Scottsdale, Arizona 85254  
 PH (602) 391-5808

JOB NO. 006-03-14	DESIGNED JEC	DRAWN LAS	CHECKED DCK	DATE 06-22-2015	SHEET <b>1</b>
----------------------	-----------------	--------------	----------------	--------------------	-------------------



**LEGEND**



WATERLINE  
EASEMENT  
ABANDONMENT

(R)

RECORDED

(M)

MEASURED

(C)

CALCULATED

BCHH

BRASS CAP  
IN HANDHOLE

TPOB

TRUE POINT  
OF BEGINNING

APN 200-44-922  
2700 ARROWHEAD, LLC  
M.C.R. 861-37  
(CAVAN COMMERCIAL)

SEE LINE TABLE ON SHEET 5



SCALE: 1" = 60'

**'EXHIBIT B'**



EXPIRES 06-30-2015

**WATER EASEMENT**

**ORCHARD POINTE AT ARROWHEAD  
AL AND MC PREMIER ASSISTED LIVING  
17200 N. 67TH AVE., GLENDALE, AZ 85308**

**K-TECH ENGINEERING  
AND DESIGN, LLC**

5715 East Estrid Circle  
Scottsdale, Arizona 85254  
PH (602) 391-5808

JOB NO.  
006-03-14

DESIGNED  
JEC

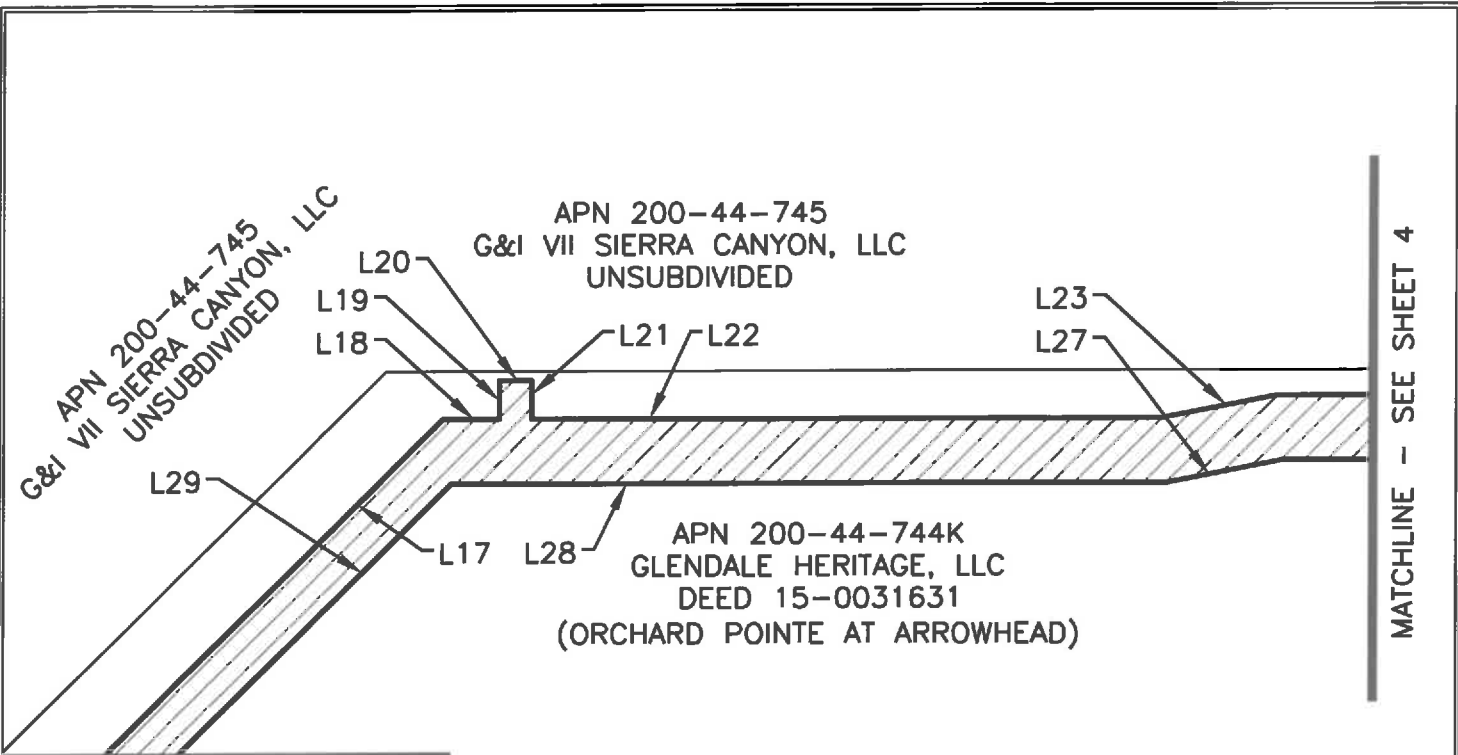
DRAWN  
LAS

CHECKED  
DCK

DATE  
06-22-2015

SHEET

**2**



MATCHLINE - SEE SHEET 2

MATCHLINE - SEE SHEET 4

### LEGEND



WATERLINE  
EASEMENT  
ABANDONMENT

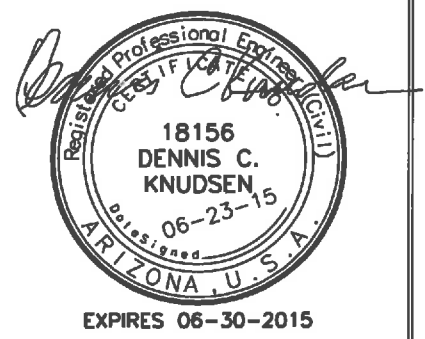
- (R) RECORDED
- (M) MEASURED
- (C) CALCULATED
- BCHH BRASS CAP  
IN HANDHOLE
- TPOB TRUE POINT  
OF BEGINNING

SEE LINE TABLE ON SHEET 5



SCALE: 1" = 60'

## 'EXHIBIT B'



<b>WATER EASEMENT</b>				<b>K-TECH ENGINEERING AND DESIGN, LLC</b>		
<b>ORCHARD POINTE AT ARROWHEAD AL AND MC PREMIER ASSISTED LIVING 17200 N. 67TH AVE., GLENDALE, AZ 85308</b>				5715 East Estrid Circle Scottsdale, Arizona 85254 PH (602) 391-5808		
JOB NO. 006-03-14	DESIGNED JEC	DRAWN LAS	CHECKED DCK	DATE 06-22-2015	SHEET	<b>3</b>

SEE LINE TABLE ON SHEET 5

FND. BCHH  
E. 1/4 COR. SEC. 36,  
T. 4N., R. 1E.

**GROVERS AVENUE**

MATCHLINE - SEE SHEET 3

L25  
L24  
L26

65' R/W

**67TH AVENUE**

N00°02'31"E 2642.59'(R)

APN 200-44-744K  
GLENDALE HERITAGE, LLC  
DEED 15-0031631  
(ORCHARD POINTE  
AT ARROWHEAD)

**LEGEND**



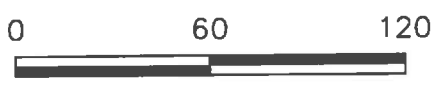
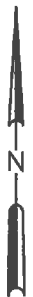
WATERLINE  
EASEMENT  
ABANDONMENT

(R)  
(M)  
(C)

RECORDED  
MEASURED  
CALCULATED

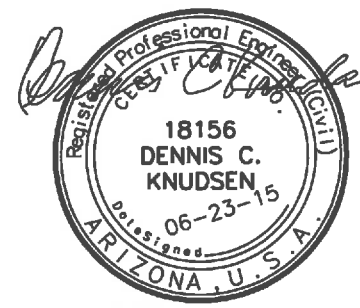
BCHH  
TPOB

BRASS CAP  
IN HANDHOLE  
TRUE POINT  
OF BEGINNING



SCALE: 1" = 60'

**"EXHIBIT B"**



EXPIRES 06-30-2015

**WATER EASEMENT**

**ORCHARD POINTE AT ARROWHEAD  
AL AND MC PREMIER ASSISTED LIVING  
17200 N. 67TH AVE., GLENDALE, AZ 85308**

**K-TECH ENGINEERING  
AND DESIGN, LLC**  
5715 East Estrid Circle  
Scottsdale, Arizona 85254  
PH (602) 391-5808

JOB NO.  
006-03-14

DESIGNED  
JEC

DRAWN  
LAS

CHECKED  
DCK

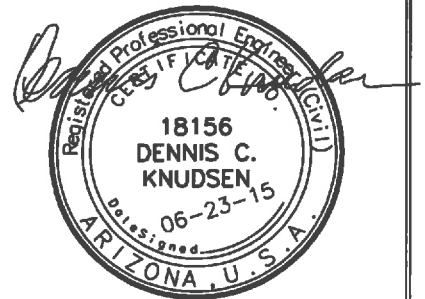
DATE  
06-22-2015

SHEET

**4**

LINE TABLE		
LINE	LENGTH	BEARING
L1	20.00'	N90°00'00"W
L2	34.01'	N00°00'00"E
L3	111.64'	N90°00'00"W
L4	14.00'	S00°00'00"E
L5	10.00'	S90°00'00"W
L6	14.00'	N00°00'00"W
L7	213.12'	N90°00'00"W
L8	14.00'	S00°00'00"E
L9	10.00'	S90°00'00"W
L10	14.00'	N00°00'00"W
L11	96.08'	N90°00'00"W
L12	65.89'	N44°59'07"W
L13	137.31'	N45°01'03"E
L14	20.00'	N44°58'57"W
L15	10.00'	N45°01'03"E
L16	20.00'	S44°58'57"E
L17	178.53'	N45°01'03"E

L18	17.43'	N90°00'00"E
L19	12.00'	N00°00'00"E
L20	10.00'	N90°00'00"E
L21	12.00'	S00°00'00"E
L22	194.01'	N90°00'00"E
L23	36.07'	N78°47'27"E
L24	99.35'	S89°57'33"E
L25	20.00'	S00°02'31"W
L26	97.38'	N89°57'33"W
L27	36.06'	S78°47'27"W
L28	220.78'	N90°00'00"W
L29	293.56'	S45°01'03"W
L30	41.60'	S44°59'07"E
L31	452.56'	N90°00'00"E
L32	12.00'	S00°00'00"E
L33	39.64'	N90°00'00"E
L34	16.00'	S00°00'00"E
L35	39.64'	N90°00'00"W
L36	26.01'	S00°00'00"E



EXPIRES 06-30-2015

## WATER EASEMENT

**ORCHARD POINTE AT ARROWHEAD  
AL AND MC PREMIER ASSISTED LIVING  
17200 N. 67TH AVE., GLENDALE, AZ 85308**

### K-TECH ENGINEERING AND DESIGN, LLC

5715 East Estrid Circle  
Scottsdale, Arizona 85254  
PH (602) 391-5808

JOB NO.  
006-03-14

DESIGNED  
JEC

DRAWN  
LAS

CHECKED  
DCK

DATE  
06-22-2015

SHEET

5



**WATER LINE EASEMENT  
ORCHARD POINT AT ARROWHEAD**



When recorded, mail to  
Glendale City Clerk  
5850 West Glendale Avenue  
Glendale, Arizona 85301

## QUIT CLAIM DEED

---

---

For the consideration of Ten Dollars, and other valuable considerations, the **City of Glendale, an Arizona municipal corporation**, (Grantor) does hereby quitclaim to Glendale Heritage, LLC, an Arizona limited liability company, (Grantee) any and all right, title and interest to and in that certain parcel of Real Property situated in Maricopa County and described as follows:

**See Attached Description, "Exhibit A"**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

---

Richard A. Bowers  
Acting City Manager

### **Exempt Pursuant to A.R.S. §11-1134 (A)(3)**

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by Richard A Bowers, Acting City Manager for the City of Glendale, who acknowledged that he executed this instrument for the purposes therein contained.

---

Notary Public

My commission expires:

17200 N. 67th Ave

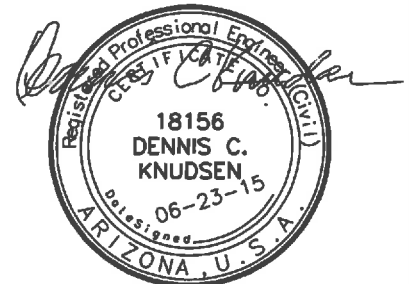


# WATERLINE EASEMENT RELEASE

## LEGAL DESCRIPTION

THE RELEASE OF AN EASEMENT FOR WATERLINES OVER, UNDER AND ACROSS, A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, AS SHOWN ON RECORD OF SURVEY IN BOOK 719 AT PAGE 4 M.C.R. (GDAC'S) MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36;  
 THENCE N00°00'04"E ASSUMED BASIS OF BEARINGS, 1052.52 FEET ALONG THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER;  
 THENCE S89°59'56"W, 65.00 FEET TO A LINE OFFSET 65.00 FEET WEST AND PARALLEL TO SAID EAST SECTION LINE;  
 THENCE CONTINUING N90°00'00"W, A DISTANCE OF 115.00 FEET;  
 THENCE N44°57'07"W, A DISTANCE OF 34.53 FEET;  
 THENCE N90°00'00"W, A DISTANCE OF 115.40 FEET;  
 THENCE S00°00'00"E, A DISTANCE OF 224.00 FEET;  
 THENCE N90°00'00"E, A DISTANCE OF 254.79 FEET TO A POINT ON SAID EAST LINE;  
 THENCE S00°00'04"W ALONG SAID EAST LINE, A DISTANCE OF 20.00 FEET;  
 THENCE S90°00'00"W DEPARTING EAST LINE, A DISTANCE OF 84.00 FEET;  
 THENCE S00°03'17"E, A DISTANCE OF 14.83 FEET;  
 THENCE S89°56'43"W, A DISTANCE OF 10.00 FEET;  
 THENCE N00°03'17"W, A DISTANCE OF 14.84 FEET;  
 THENCE S90°00'00"W, A DISTANCE OF 180.79 FEET;  
 THENCE N00°00'00"W, A DISTANCE OF 141.72 FEET;  
 THENCE N90°00'00"W, A DISTANCE OF 11.99 FEET;  
 THENCE N00°00'00"E, A DISTANCE OF 10.00 FEET;  
 THENCE N90°00'00"E, A DISTANCE OF 11.99 FEET;  
 THENCE N00°00'00"W, A DISTANCE OF 112.28 FEET;  
 THENCE N90°00'00"E, A DISTANCE OF 143.70 FEET;  
 THENCE S44°57'07"E, A DISTANCE OF 34.53 FEET;  
 THENCE S90°00'00"E, A DISTANCE OF 6.89 FEET;  
 THENCE N00°02'53"E, A DISTANCE OF 30.04 FEET;  
 THENCE S89°57'07"E, A DISTANCE OF 10.00 FEET;  
 THENCE S00°02'53"W, A DISTANCE OF 30.03 FEET;  
 THENCE S90°00'00"E, A DISTANCE OF 89.81 FEET TO A POINT ON SAID EAST LINE;  
 THENCE S00°00'00"W ALONG SAID EAST LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.



EXPIRES 06-30-2015

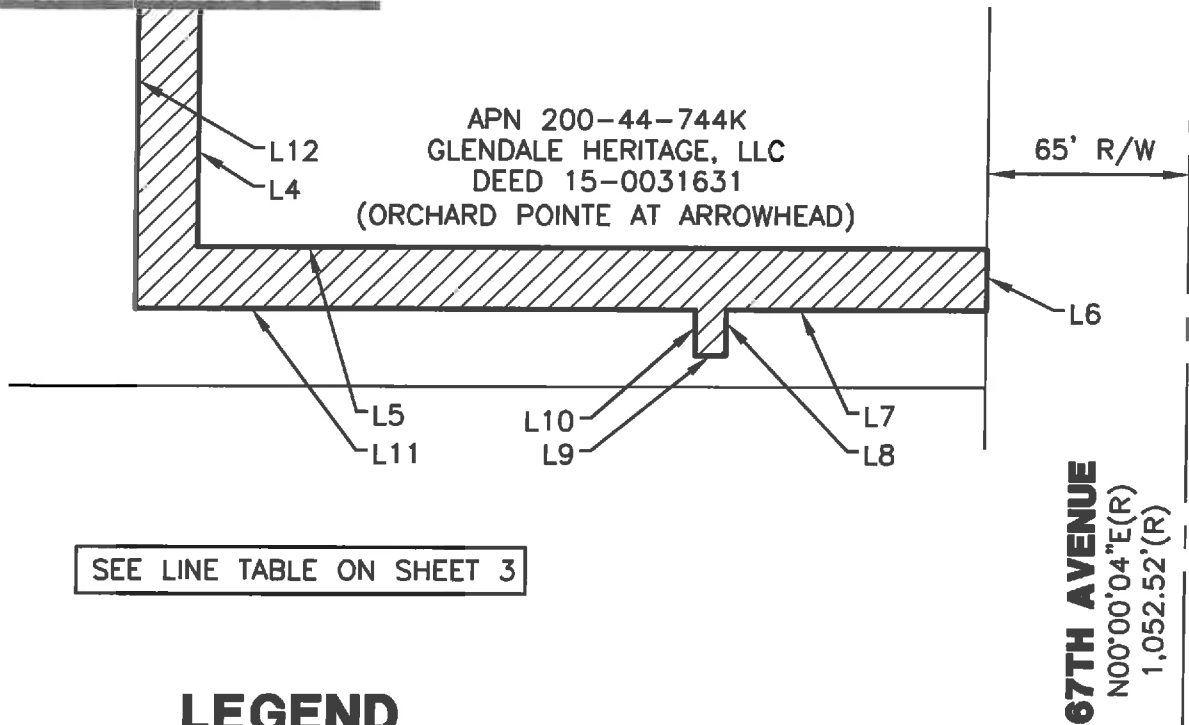
SAID EASEMENT  
 CONTAINS 16,243  
 SQ. FT. OR 0.373  
 ACRES

## "EXHIBIT A"

<b>WATER EASEMENT RELEASE</b>				<b>K-TECH ENGINEERING                  AND DESIGN, LLC</b> 5715 East Estrid Circle Scottsdale, Arizona 85254 PH (602) 391-5808	
<b>ORCHARD POINTE AT ARROWHEAD                  AL AND MC PREMIER ASSISTED LIVING                  17200 N. 67TH AVE., GLENDALE, AZ 85308</b>					
JOB NO. 006-03-14	DESIGNED JEC	DRAWN LAS	CHECKED DCK	DATE 06-22-2015	SHEET <b>1</b>




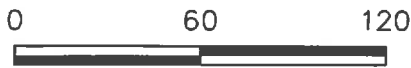
MATCHLINE - SEE SHEET 2



SEE LINE TABLE ON SHEET 3

**LEGEND**

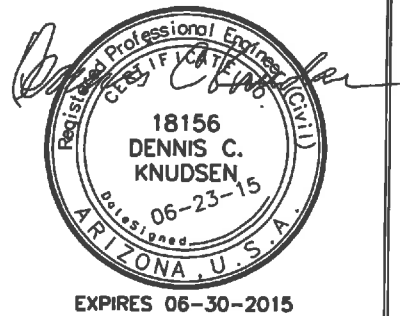
-  WATERLINE EASEMENT RELEASE
- (R) RECORDED
- BCHH BRASS CAP IN HANDHOLE
- TPOB TRUE POINT OF BEGINNING



SCALE: 1" = 60'

**BELL ROAD**  
 FND. BCHH  
 SE. COR., SEC. 36,  
 T. 4N., R. 1E.

**67TH AVENUE**  
 N00°00'04"E(R)  
 1,052.52'(R)



**"EXHIBIT B"**

**WATER EASEMENT RELEASE**

**ORCHARD POINTE AT ARROWHEAD  
 AL AND MC PREMIER ASSISTED LIVING  
 17200 N. 67TH AVE., GLENDALE, AZ 85308**

**K-TECH ENGINEERING  
 AND DESIGN, LLC**  
 5715 East Estrid Circle  
 Scottsdale, Arizona 85254  
 PH (602) 391-5808

JOB NO. 006-03-14	DESIGNED JEC	DRAWN LAS	CHECKED DCK	DATE 06-22-2015	SHEET <b>1</b>
----------------------	-----------------	--------------	----------------	--------------------	-------------------

FND. BCHH  
 E. 1/4 COR. SEC. 36,  
 T. 4N., R. 1E.

0 60 120



SCALE: 1" = 60'



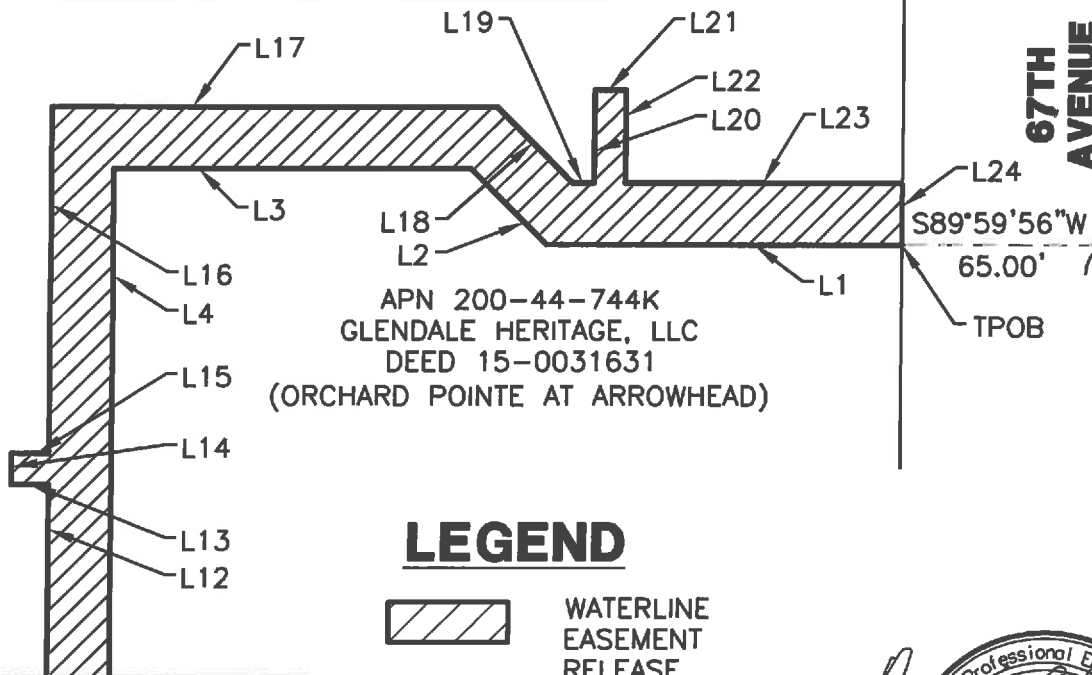
SEE LINE TABLE ON SHEET 3

**GROVERS AVENUE**

65' R/W

**67TH AVENUE**

N00°00'04"E(R) 2642.59'(R)



APN 200-44-744K  
 GLENDALE HERITAGE, LLC  
 DEED 15-0031631  
 (ORCHARD POINTE AT ARROWHEAD)

**LEGEND**



WATERLINE  
 EASEMENT  
 RELEASE

(R)

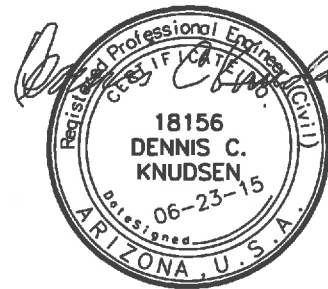
RECORDED

BCHH

BRASS CAP  
 IN HANDHOLE

TPOB

TRUE POINT  
 OF BEGINNING



EXPIRES 06-30-2015

**'EXHIBIT B'**

**WATER EASEMENT RELEASE**

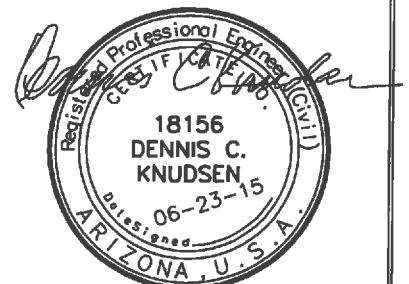
**ORCHARD POINTE AT ARROWHEAD  
 AL AND MC PREMIER ASSISTED LIVING  
 17200 N. 67TH AVE., GLENDALE, AZ 85308**

**K-TECH ENGINEERING  
 AND DESIGN, LLC**

5715 East Estrid Circle  
 Scottsdale, Arizona 85254  
 PH (602) 391-5808

JOB NO. 006-03-14	DESIGNED JEC	DRAWN LAS	CHECKED DCK	DATE 06-22-2015	SHEET <b>2</b>
----------------------	-----------------	--------------	----------------	--------------------	-------------------

LINE TABLE		
LINE	LENGTH	BEARING
L1	115.00'	N90°00'00"W
L2	34.53'	N44°57'07"W
L3	115.40'	N00°00'00"W
L4	224.00'	S00°00'00"E
L5	254.79'	N90°00'00"E
L6	20.00'	S00°00'04"W
L7	84.00'	S90°00'00"W
L8	14.83'	N00°03'17"W
L9	10.00'	S89°56'43"W
L10	14.84'	N00°03'17"W
L11	180.79'	S90°00'00"W
L12	141.72'	N00°00'00"W
L13	11.99'	N90°00'00"W
L14	10.00'	N00°00'00"E
L15	11.99'	N90°00'00"E
L16	112.28'	N00°00'00"W
L17	143.70'	N90°00'00"E
L18	34.53'	S44°57'07"E
L19	6.89'	S90°00'00"E
L20	30.04'	N00°02'53"E
L21	10.00'	S89°57'07"E
L22	30.03'	S00°02'53"W
L23	89.81'	S90°00'00"E
L24	20.00'	S00°00'00"W



EXPIRES 06-30-2015

## 'EXHIBIT B'

<b>WATER EASEMENT RELEASE</b>				<b>K-TECH ENGINEERING AND DESIGN, LLC</b>	
<b>ORCHARD POINTE AT ARROWHEAD AL AND MC PREMIER ASSISTED LIVING 17200 N. 67TH AVE., GLENDALE, AZ 85308</b>				5715 East Estrid Circle Scottsdale, Arizona 85254 PH (602) 391-5808	
JOB NO. 006-03-14	DESIGNED JEC	DRAWN LAS	CHECKED DCK	DATE 06-22-2015	SHEET <b>3</b>



## Legislation Description

---

**File #:** 15-654, **Version:** 1

---

### **ABANDONMENT OF A SEWER LINE EASEMENT AT DOLLAR SELF STORAGE**

Staff Contact: Jack Friedline, Director, Public Works

#### **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt an ordinance abandoning an existing sewer line easement at Dollar Self Storage.

#### **Background**

The owner of Dollar Self Storage, located at 10550 North 51st Avenue, is requesting the City to abandon an existing sewer line easement consisting of 13,499 square feet. The City's existing 8" sewer main and sewer easement falls under a new building and must be abandoned. A new 8" sewer main has been installed around the building and a new public sewer line easement serving the development was recorded on November 19, 2014 in the Maricopa County Recorder's Office.

#### **Analysis**

On October 28, 1991, Ridgewood Properties dedicated the sewer line easement to the City. The City Council accepted the easement on December 17, 1991 and assigned it Deed No. 2429. Staff recommends the abandonment of the existing sewer line easement. There will be no impact on City departments, staff or service levels as a result of this action. There are no costs incurred to the City for this action.

ORDINANCE NO. 2963 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ABANDONMENT OF A SEWER LINE EASEMENT LOCATED AT 10550 NORTH 51<sup>ST</sup> AVENUE; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, on October 9, 1991, Ridgewood Properties, Inc., a Georgia corporation, granted a sewer line easement over and across certain real property located in the City of Glendale at 10550 North 51<sup>st</sup> Avenue and described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, upon information and belief, the Glendale City Council took action to accept the easement pursuant to Ordinance No. 1708 and assigned this easement City Deed No. 2429; and

WHEREAS, the City's Deed No. 2429 was recorded in the Official Records of the Maricopa County Recorder on October 28, 1991 as Recording Number 91-0502143; and

WHEREAS, the City has determined it is the public interest to abandon the 1991 sewer easement because that easement is in conflict with new structures and is no longer needed for the health, welfare and safety of its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. The City hereby abandons any interest it may have in the Easement and any interest as may appear in the records of the Maricopa County Recorder's Office, which was recorded on October 28, 1991 at Recording No. 91-502143 and as legally described in Exhibit A, to the underlying dominant property owner Dollar Self Storage #15, LLC. Such abandonment and conveyance in any such interest shall take effect immediately upon the City Council's passage of this ordinance. Title to the released Easement shall vest in the underlying landowner as provided by law.

SECTION 2. Further, as provided in A.R.S. §9-402(E), the City is not receiving payment for such abandonment and re-conveyance of the City's interest in the sewer line easement to the underlying, dominant property owner, Dollar Self Storage #15, LLC. The City has determined that the property is of little or no commercial or economic value and that the City no longer needs an interest in this real property to protect the health, welfare and safety of its citizens.

SECTION 3. The Council hereby authorizes and instructs the City Manager to execute the Quit Claim deed which is attached to Exhibit B, granting and re-conveying the Easement described in Exhibit A to Dollar Self Storage #15, LLC.

SECTION 4. The City Clerk is accordingly instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
M A Y O R

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

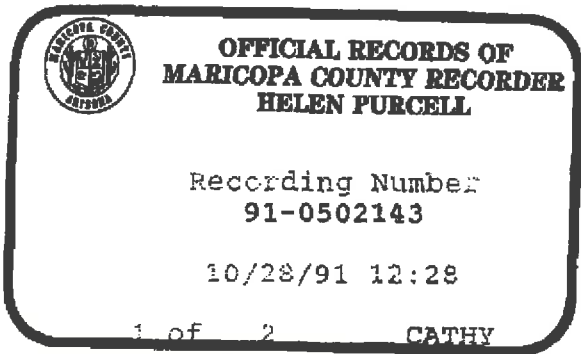
APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager  
o\_eng\_10550 n 51.doc

**EXHIBIT A**



112  
When recorded return to:  
City Clerk  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

CONVEYANCE OF EASEMENT

For good and valuable consideration, I, or we,  
Ridgewood Properties, Inc., a Georgia Corporation  
hereby grant to CITY OF GLENDALE, an Arizona Municipal Corporation, a  
right-of-way easement to

Operate and maintain a public sewer line

upon, over and under the surface of the following described property  
situated in Maricopa County, Arizona, to wit:

See attached sewer line legal description and exhibit

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 9th day of October, 1991  
Ridgewood Properties, Inc.  
By: Charles J. Buckley, V.P.  
ATTEST: Karen S. Hughes, Secretary

GEORGIA  
STATE OF ~~ARIZONA~~ )  
Cobb )  
County of ~~Maricopa~~

This instrument was acknowledged before me this 9th day of  
October, 1991, by Charles J. Buckley, Vice President  
and Karen S. Hughes, Secretary

Rebekah A. Bobell  
Notary Public

My commission expires:  
Notary Public, Cobb County, Georgia  
My Commission Expires July 30, 1995

5115 W. Peoria



91 502143



EVANS, KUHN & ASSOCIATES, INC.

GEORGE L. EVANS, P.E.  
JOHN D. KUHN, JR., P.E.

CONSULTING ENGINEERS  
727 East Bethany Home Road, Suite D-225  
Phoenix, Arizona 85014  
(602) 241-0782  
FAX NUMBER (602) 248-9158

October 8, 1991  
Revised October 15, 1991  
51st Ave. & Peoria Ave.  
Sewer Easement  
EKA #3205  
Page 1 of 1



LEGAL DESCRIPTION  
OF A  
SEWER LINE EASEMENT

That portion of the North half of the Northeast quarter of the Northeast quarter of Section 29, Township 3 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the Northeast corner of said Section 29;  
THENCE S 89°30'29" W, along the North line of the Northeast quarter of said Section 29, a distance of 215.02 feet to the West line of the East 215.01 feet of the Northeast quarter of the Northeast quarter of said Section 29;  
THENCE S 00°00'00" E, along said West line, a distance of 255.30 feet to the South line of the North 255.29 feet of said Northeast quarter of the Northeast quarter of Section 29;  
THENCE S 89°30'29" W, along said South line, a distance of 41.00 feet to the TRUE POINT OF BEGINNING;  
THENCE S 00°13'19" E, 260.70 feet to the North line of that certain easement for sewer line as described at Recorder's No. 85-126896, Records of Maricopa County;  
THENCE S 89°30'43" W, along said North line, a distance of 12.00 feet;  
THENCE N 00°13'19" W, 248.70 feet;  
THENCE S 89°30'29" W, 47.05 feet;  
THENCE N 00°00'00" W, 12.00 feet to the South line of the North 255.29 feet of said Northeast quarter of the Northeast quarter of said Section 29;  
THENCE N 89°30'29" E, along said South line, 59.00 feet to the TRUE POINT OF BEGINNING.

Subject To: Existing rights-of-way and easements.

Said easement containing 3,693 square feet or 0.0848 acres, more or less.

91 502143

# EXHIBIT


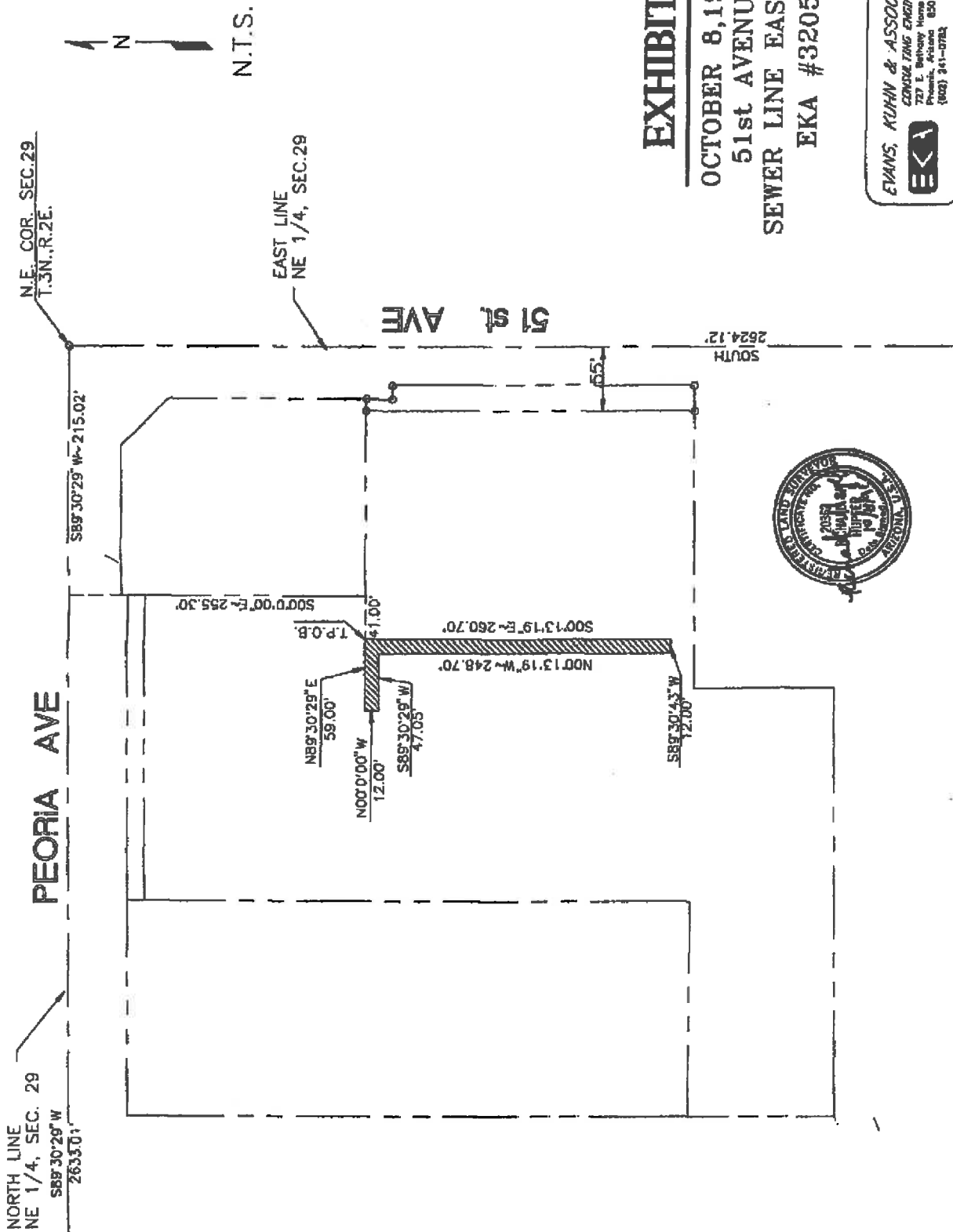
OCTOBER 8, 1991

51st AVENUE

SEWER LINE EASEMENT

EKA #3205

EVANS, KUHN & ASSOCIATES, INC.  
 CONSULTING ENGINEERS  
 727 E. Bellway Home Road, Suite 250  
 Peoria, Arizona 85014  
 (602) 841-0784

NORTH LINE  
 NE 1/4, SEC. 29  
 S89°30'29\" W  
 2633.01'

PEORIA AVE

N.E. COR. SEC. 29  
 T. 3N., R. 2E.

S89°30'29\" W-215.02'

EAST LINE  
 NE 1/4, SEC. 29

51st AVE

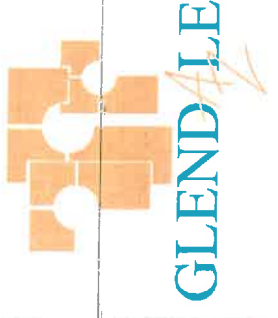
2624.12'  
 SOUTH



N.T.S.



**SEWER EASEMENT TO BE ABANDONED**



**EXHIBIT B**

When recorded, mail to  
Glendale City Clerk  
5850 West Glendale Avenue  
Glendale, Arizona 85301

## QUIT CLAIM DEED

---

For the consideration of Ten Dollars, and other valuable considerations, the **City of Glendale, an Arizona municipal corporation**, (Grantor) does hereby quitclaim to Dollar Self Storage #15, LLC, an Arizona limited liability company, (Grantee) any and all right, title and interest to and in that certain parcel of Real Property situated in Maricopa County and described as follows:

**See Attached Description, "Exhibit A"**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

---

Richard A. Bowers  
Acting City Manager

**Exempt Pursuant to A.R.S. §11-1134 (A)(3)**

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by Richard A. Bowers, Acting City Manager for the City of Glendale, who acknowledged that he executed this instrument for the purposes therein contained.

---

Notary Public

My commission expires:

10550 N. 51<sup>st</sup> Avenue

**Exhibit 'A'**

**Legal Description**

**Sewer Line Easement to be Quit-Claimed to Dollar Self Storage #15, LLC**

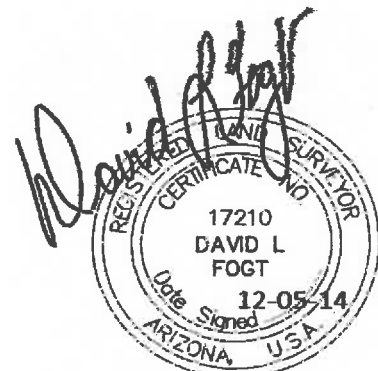
That certain Public Sewer Easement recorded in Document 91-502143, lying within the North half of the Northeast quarter of the Northeast quarter of Section 29, Township 3 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, which is more particularly described as follows:

COMMENCING at the Northeast corner of said Section 29;  
THENCE S 89° 30' 29" W, along the North line of the Northeast quarter of said Section 29, a distance of 215.02 feet to the West line of the East 215.01 feet of the Northeast quarter of the Northeast quarter of said Section 29;  
THENCE S 00° 00' 00" E, along said West line, a distance of 255.30 feet to the South line of the North 255.29 feet of said Northeast quarter of the Northeast quarter of Section 29;  
THENCE S 89° 30' 29" W, along said South line, a distance of 41.00 feet to the TRUE POINT OF BEGINNING;  
THENCE S 00° 13' 19" E, 260.70 feet to the North line of that certain easement for sewer line as described at Recorder's No. 85-126896, Records of Maricopa County;  
THENCE S 89° 30' 43" W, along said North line, a distance of 12.00 feet;  
THENCE N 00° 13' 19" W, 248.70 feet;  
THENCE S 89° 30' 29" W, 47.05 feet;  
THENCE N 00° 00' 00" W, 12.00 feet to the South line of the North 255.29 feet of said Northeast quarter of the Northeast quarter of said Section 29;  
THENCE N 89° 30' 29" E, along said South line, 59.00 feet to the TRUE POINT OF BEGINNING.

Subject to: Existing rights of way and easements.

*Prepared from recorded information by:*

*Focus Engineering, Inc.  
3339 West State Avenue  
Phoenix, Arizona 85051  
Phone: 602-973-0336*



EXPIRES 12-31-2017

**PEORIA AVENUE**

NORTH LINE OF NE 1/4 OF SECT. 29

S89°30'29"W 215.02'

NE COR, SEC 29  
T3N, R2E

TRUE P.O.B.

255.29'

255.30'  
S 00°00'00"E

WEST LINE OF EAST 215.01'

215.02'

SOUTH LINE OF NORTH 255.29'

S89°30'29"W

N89°30'29"E  
59.00'

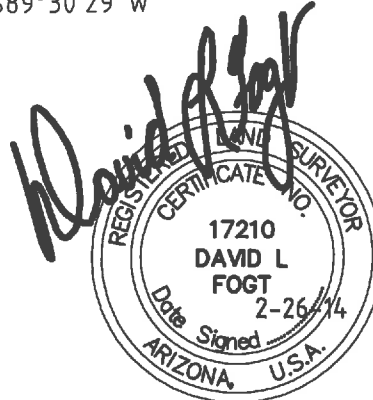
12.00'  
NORTH

47.05'  
S89°30'29"W

12.00'  
ESMT.

12.00'  
ESMT.

4.100'  
S89°30'29"W



EXPIRES 12-31-14

**EASEMENT TO BE  
ABANDONED**

12' PUBLIC SEWER  
EASEMENT DOC. 91-502143

**DOLLAR SELF STORAGE**  
APN 148-24-004T

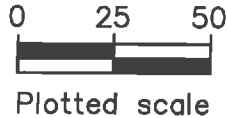
20' PRIVATE SEWER ESMT  
85-126896  
GRANTED TO GLENDALE  
93-52106, 93-52107  
93-52108, 93-81281

N 00°13'19" W

S 00°13'19" E

248.70'

260.70'



12.00'  
S 89°30'43" W

20.0'

EXIST. SEWER ESMT TO REMAIN

AVENUE

SOUTH 515.98'

51ST

EAST LINE SECT. 29, T 3 N, R 2 E

55.0'  
R/W

**SEWER EASEMENT TO BE ABANDONED**

**DOLLAR SELF STORAGE**

**Focus Engineering, Inc.**

*Civil Engineering & Land Surveying*

3339 West State Avenue  
Phoenix, Arizona 85051

Phone: (602) 973-0336

Fax: (602) 532-7066



**10,550 North 51st Ave  
Glendale, Arizona**

Design:

Scale:

Date: 2-25-14

Job: CRM-15

Sheet E1 of 1

When recorded, mail to  
Glendale City Clerk  
5850 West Glendale Avenue  
Glendale, Arizona 85301

## QUIT CLAIM DEED

---

For the consideration of Ten Dollars, and other valuable considerations, the **City of Glendale, an Arizona municipal corporation**, (Grantor) does hereby quitclaim to Dollar Self Storage #15, LLC, an Arizona limited liability company, (Grantee) any and all right, title and interest to and in that certain parcel of Real Property situated in Maricopa County and described as follows:

**See Attached Description, "Exhibit A"**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

---

Richard A. Bowers  
Acting City Manager

### **Exempt Pursuant to A.R.S. §11-1134 (A)(3)**

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by Richard A. Bowers, Acting City Manager for the City of Glendale, who acknowledged that he executed this instrument for the purposes therein contained.

---

Notary Public

My commission expires:

10550 N. 51<sup>st</sup> Avenue



**Exhibit 'A'**

**Legal Description**

**Sewer Line Easement to be Quit-Claimed to Dollar Self Storage #15, LLC**

That certain Public Sewer Easement recorded in Document 91-502143, lying within the North half of the Northeast quarter of the Northeast quarter of Section 29, Township 3 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, which is more particularly described as follows:

COMMENCING at the Northeast corner of said Section 29;

THENCE S 89° 30' 29" W, along the North line of the Northeast quarter of said Section 29, a distance of 215.02 feet to the West line of the East 215.01 feet of the Northeast quarter of the Northeast quarter of said Section 29;

THENCE S 00° 00' 00" E, along said West line, a distance of 255.30 feet to the South line of the North 255.29 feet of said Northeast quarter of the Northeast quarter of Section 29;

THENCE S 89° 30' 29" W, along said South line, a distance of 41.00 feet to the TRUE POINT OF BEGINNING;

THENCE S 00° 13' 19" E, 260.70 feet to the North line of that certain easement for sewer line as described at Recorder's No. 85-126896, Records of Maricopa County;

THENCE S 89° 30' 43" W, along said North line, a distance of 12.00 feet;

THENCE N 00° 13' 19" W, 248.70 feet;

THENCE S 89° 30' 29" W, 47.05 feet;

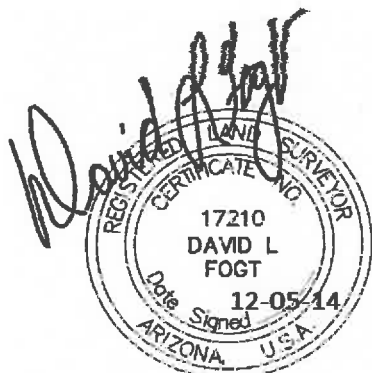
THENCE N 00° 00' 00" W, 12.00 feet to the South line of the North 255.29 feet of said Northeast quarter of the Northeast quarter of said Section 29;

THENCE N 89° 30' 29" E, along said South line, 59.00 feet to the TRUE POINT OF BEGINNING.

Subject to: Existing rights of way and easements.

*Prepared from recorded information by:*

*Focus Engineering, Inc.  
3339 West State Avenue  
Phoenix, Arizona 85051  
Phone: 602-973-0336*



EXPIRES 12-31-2017

**PEORIA AVENUE**

NORTH LINE OF NE 1/4 OF SECT. 29

S89°30'29"W 215.02'

NE COR, SEC 29  
T3N, R2E

TRUE P.O.B.

255.29'

255.30'  
S 00°00'00"E

WEST LINE OF EAST 215.01'

215.02'

SOUTH LINE OF NORTH 255.29'

N89°30'29"E  
59.00'

12.00'  
NORTH

S89°30'29"W

41.00'  
S89°30'29"W

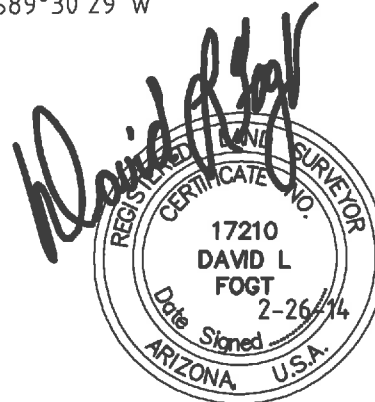
AVENUE

SOUTH 515.98'

EAST LINE SECT. 29, T 3 N, R 2 E

51ST

55.0'  
R/W



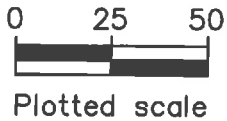
**EASEMENT TO BE ABANDONED**

12' PUBLIC SEWER  
EASEMENT DOC. 91-502143

**DOLLAR SELF STORAGE**  
APN 148-24-004T

20' PRIVATE SEWER ESMT  
85-126896  
GRANTED TO GLENDALE  
93-52106, 93-52107  
93-52108, 93-81281

EXIST. SEWER ESMT TO REMAIN



248.70'  
260.70'

N 00°13'19" W  
S 00°13'19" E

12.00'  
S 89°30'43" W

**SEWER EASEMENT TO BE ABANDONED**

**DOLLAR SELF STORAGE**

**Focus Engineering, Inc.**  
*Civil Engineering & Land Surveying*

3339 West State Avenue  
Phoenix, Arizona 85051

Phone: (602) 973-0336  
Fax: (602) 532-7066



**10,550 North 51st Ave**  
**Glendale, Arizona**

Date: 2-25-14

Job: CRM-15

Design:

Scale:

Sheet E1 of 1



## Legislation Description

---

**File #:** 15-655, **Version:** 1

---

### **ACCEPTANCE OF A WATER LINE EASEMENT AT ASPERA**

Staff Contact: Jack Friedline, Director, Public Works

### **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt an ordinance accepting a new water line easement at Aspera.

### **Background**

The developer of Lot 3A at Aspera, located west of 75th Avenue and north of Beardsley Road, has constructed new public water lines. The water lines will meet the domestic water demands and fire protection requirements of the City Code for future development on Lot 3A. The developer, CDG Joy 1, LLC, is granting the City an easement to allow the City to access, maintain, operate and repair the new water lines consistent with City Code.

### **Analysis**

Staff recommends acceptance of the new water line easement. There will be no impact on City departments, staff or service levels as a result of this action. There are no costs incurred to the City for this action.

ORDINANCE NO. 2964 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A WATER LINE EASEMENT LOCATED ON LOT 3A OF ASPERA; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, the developer of Lot 3A at Aspera, located approximately 400 feet north of Beardsley Road and 400 feet west of 75<sup>th</sup> Avenue, has constructed new water lines that will meet the domestic water demands and fire protection requirements of City Code; and

WHEREAS, the developer of Lot 3A, CDG JOY 1, LLC, has agreed to grant the City an easement allowing the City to access, operate, maintain and repair said water lines.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. The City is hereby accepting an easement for the location of the new water lines pursuant to the Conveyance of Easement, which is attached as Exhibit A. Upon the execution by the Grantor, CDG JOY 1, LLC, the City will have legal title to the easement for the purpose of operating, repairing, replacing, maintaining and removing said water lines consistent with City Code.

SECTION 2. The Council hereby authorizes and instructs the City Manager to execute the Conveyance of Easement, which is attached hereto as Exhibit A, granting a water line easement described herein to the City.

SECTION 3. The City Clerk is accordingly instructed and authorized to forward a certified copy of this ordinance and conveyance of easement for recording to the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

---

M A Y O R

ATTEST:

---

City Clerk (SEAL)

APPROVED AS TO FORM:

---

City Attorney

REVIEWED BY:

---

Acting City Manager

o\_eng\_aspera easement.doc

**EXHIBIT A**

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, **CDG Joy 1, LLC**, an Arizona limited liability company, do hereby convey to the City of Glendale, an Arizona municipal corporation, an easement to install, repair, operate, maintain and remove a water line 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 \_\_\_\_\_, 2015.

By: \_\_\_\_\_  
Don Cardon,  
Member

**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 \_\_\_\_\_, 2015 by Don Cardon, Member, who acknowledged that he executed this instrument for the purposes therein contained.

\_\_\_\_\_

Notary Public

My commission expires:

NWC 75<sup>th</sup> Avenue/ Beardsley Rd

EXHIBIT A  
LEGAL DESCRIPTION  
WATER LINE EASEMENT

A portion of Lot 3A as shown on "Minor Land Division of Lot 3 and Lot 4 of Aspera Final Plat", according to Book 1215, Page 16, Records of Maricopa County, Arizona, located within the southeast quarter of Section 23, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being described as follows:

COMMENCING at an Arizona Department of Transportation aluminum cap in handhole found at the Southeast Corner of said Section 23, from which a Bureau of Land Management brass cap found at the south quarter corner thereof bears North 89°53'57" West, a distance of 2643.29 feet; thence along the south line of the southeast quarter of said Section 23, North 89°53'57" West, 577.54 feet; thence leaving said south line, North 00°06'03" East, 875.43 feet to the POINT OF BEGINNING "A";

thence South 75°45'21" West, 29.74 feet;

thence South 14°14'39" East, 27.94 feet;

thence South 75°45'21" West, 12.00 feet;

thence North 14°14'39" West, 27.94 feet;

thence South 75°45'21" West, 25.84 feet;

thence North 14°14'43" West, 17.29 feet;

thence South 75°45'17" West, 19.14 feet;

thence North 14°14'43" West, 11.98 feet;

thence North 75°45'17" East, 19.14 feet;

thence North 14°14'43" West, 96.74 feet;

thence North 25°29'28" West, 13.76 feet;

thence South 64°30'32" West, 20.66 feet;

thence North 25°29'28" West, 13.00 feet;

thence North 64°30'32" East, 20.66 feet;

thence North 25°29'28" West, 33.27 feet to a point on the south line of Aspera Boulevard as shown on "Aspera Final Plat", according to Book 1199, Page 10, Records of Maricopa



County, said point also being on a non-tangent curve, concave northwesterly, the radius of which bears North 20°44'26" West, 680.00 feet;

thence northeasterly, along the south line of said Aspera Boulevard, 20.05 feet along the arc of said curve, through a central angle of 01°41'21";

thence leaving said south line, South 25°29'28" East, 60.63 feet;

thence South 14°14'43" East, 107.98 feet;

thence North 75°45'21" East, 47.40 feet;

thence South 14°46'49" East, 20.00 feet to the POINT OF BEGINNING.

Said parcel containing 5,529 square feet or 0.127 acres, more or less.

**TOGETHER WITH**

A portion of Lot 3A as shown on "Minor Land Division of Lot 3 and Lot 4 of Aspera Final Plat", according to Book 1215, Page 16, Records of Maricopa County, Arizona, located within the southeast quarter of Section 23, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being described as follows:

COMMENCING at an Arizona Department of Transportation aluminum cap in handhole found at the Southeast Corner of said Section 23, from which a City of Glendale brass cap in handhole found at the east quarter corner thereof bears North 00°18'01" East, a distance of 2647.87 feet; thence along the east line of the southeast quarter of said Section 23, North 00°18'01" East, 911.71 feet; thence leaving said east line, North 89°41'59" West, 367.15 feet to the northeast corner of Lot 4A as shown on said "Minor Land Division of Lot 3 and Lot 4 of Aspera Final Plat"; thence along the north line of said Lot 4A, South 76°02'43" West, 13.63 feet to the POINT OF BEGINNING "B";

thence continuing along said north line, South 76°02'43" West, 20.41 feet;

thence leaving said north line, North 25°29'28" West, 17.09 feet;

thence North 75°13'11" East, 20.35 feet;

thence South 25°29'28" East, 17.39 feet to the POINT OF BEGINNING.

Said parcel containing 345 square feet or 0.008 acres, more or less.

**TOGETHER WITH**

A portion of Lot 3A as shown on "Minor Land Division of Lot 3 and Lot 4 of Aspera Final Plat", according to Book 1215, Page 16, Records of Maricopa County, Arizona,

located within the southeast quarter of Section 23, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being described as follows:

COMMENCING at an Arizona Department of Transportation aluminum cap in handhole found at the Southeast Corner of said Section 23, from which a City of Glendale brass cap in handhole found at the east quarter corner thereof bears North 00°18'01" East, a distance of 2647.87 feet; thence along the east line of the southeast quarter of said Section 23, North 00°18'01" East, 911.71 feet; thence leaving said east line, North 89°41'59" West, 367.15 feet to the northeast corner of Lot 4A as shown on said "Minor Land Division of Lot 3 and Lot 4 of Aspera Final Plat", and the beginning of a non-tangent curve, concave southwesterly, the radius of which bears South 63°22'32" West, 1000.00 feet;

thence southeasterly, along the east line of said Lot 4A, 138.85 feet along the arc of said curve, through a central angle of 07°57'20" to the POINT OF BEGINNING "C";

thence leaving said east line, North 75°58'28" East, 11.98 feet;

thence South 14°01'08" East, 12.00 feet;

thence South 75°58'28" West, 11.08 feet to a point on said east line of Lot 4A, said point also being on a non-tangent curve, concave southwesterly, the radius of which bears South 72°01'14" West, 1000.00 feet;

thence northwesterly, along said east line, 12.03 feet along the arc of said curve, through a central angle of 00°41'22"; to the POINT OF BEGINNING.

Said parcel containing 138 square feet or 0.003 acres, more or less.

TOGETHER WITH

A portion of Lot 3A as shown on "Minor Land Division of Lot 3 and Lot 4 of Aspera Final Plat", according to Book 1215, Page 16, Records of Maricopa County, Arizona, located within the southeast quarter of Section 23, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being described as follows:

COMMENCING at an Arizona Department of Transportation aluminum cap in handhole found at the Southeast Corner of said Section 23, from which a Bureau of Land Management brass cap found at the south quarter corner thereof bears North 89°53'57" West, a distance of 2643.29 feet; thence along the south line of the southeast quarter of said Section 23, North 89°53'57" West, 760.97 feet; thence leaving said south line, North 00°06'03" East, 459.69 feet to the point of intersection of the northerly right of way line of S.R. 101L as shown on ADOT Right of Way Plans of the Northwest Outer Loop, Bell Rd. to 51st Ave. (S.R. 417), Project No. BPM-600-0-704, and the west line of a 20' wide water easement according to Document Number 1998-0483364, Records of Maricopa County;

thence along the west line of said 20' wide water easement, North 13°43'29" West, 51.49 feet to the POINT OF BEGINNING "D";

thence leaving said west line, South 74°32'55" West, 8.70 feet;

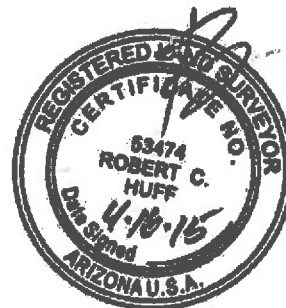
thence North 13°45'51" West, 12.77 feet;

thence North 76°16'31" East, 8.70 feet to a point on the west line of said 20' wide water easement;

thence along said west line, South 13°43'29" East, 12.51 feet to the POINT OF BEGINNING.

Said parcel containing 110 square feet or 0.003 acres, more or less.

Said parcels contain a total of 6,122 square feet or 0.141 acres, more or less.



600: 6/30/15



TRACT B  
BK. 1199, PG. 10  
MCR

ASPERA BOULEVARD  
BK. 1199, PG. 10, MCR

LOT 3A  
BK. 1215, PG. 16  
MCR

249.72'

PROPOSED WATER AND  
SEWER ESMT

LOT 3A  
BK. 1215, PG. 16  
MCR

POB "B"

POB "C"

P.O.B. "A"

APN  
200-20-006X

LOT 4A  
BK. 1215, PG. 16  
MCR

PROPOSED  
WATER ESMT

P.O.B. "D"

20' SEWER ESMT  
DOC. NO. 1996-0378562,  
MCR

20' WATER ESMT  
DOC. NO. 1998-0483364,  
MCR

S.R. 101L

S. 1/4 COR.  
SEC. 23, T.4N., R.1E.,  
FD. BLM BRASS CAP

P.O.C.  
S.E. COR. SEC. 23, T.4N., R.1E.  
FD. ALUM. CAP IN HANDHOLE  
MKD. A.D.O.T.

2065.74'

875.43'  
N00°06'03"E

577.54'

N89°53'57"W 2643.29'

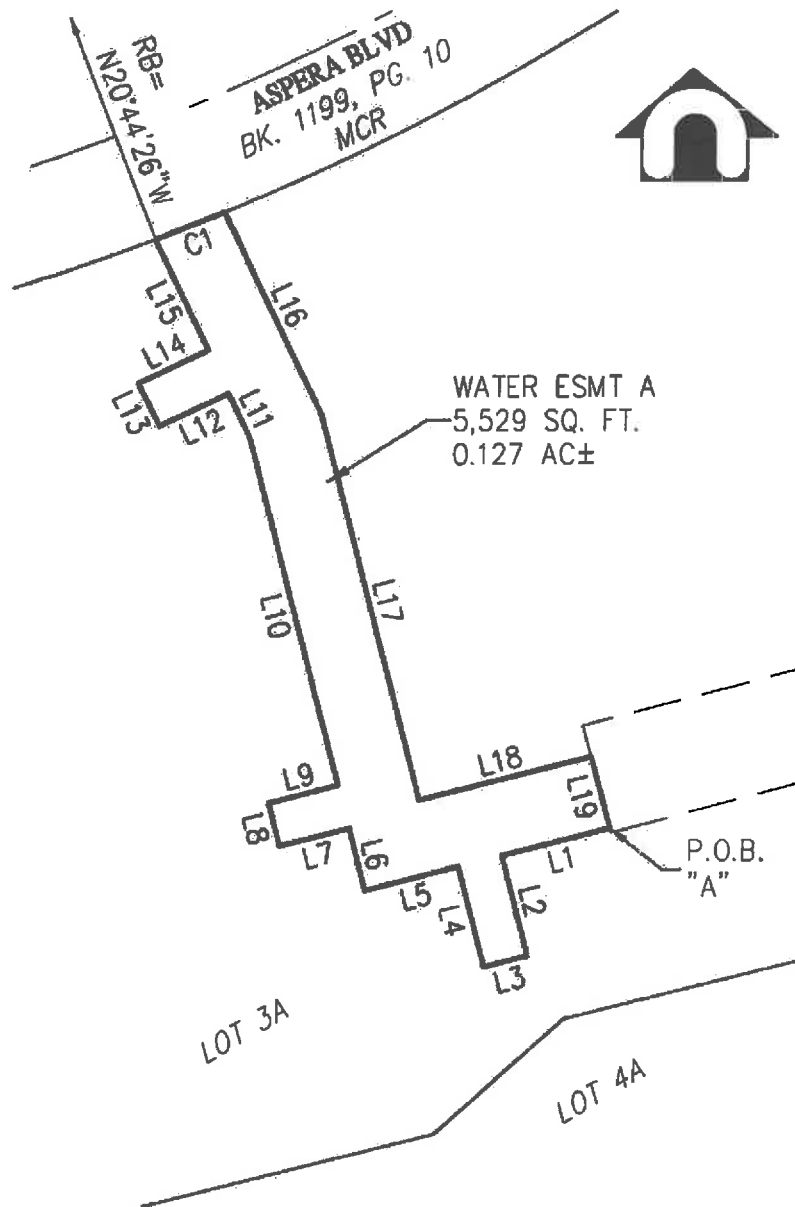
DATE: 4/2015

SCALE:  
1"=150'  
SHEET  
1 OF 1

**WATER LINE EASEMENT EXHIBIT**  
**LOT 3A**  
**BOOK 1215, PAGE 16, M.C.R.**



**DAVID EVANS  
AND ASSOCIATES INC.**  
4600 East Washington Street, Suite 430  
Phoenix Arizona 85034  
Phone: 602.678.5151



EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L1	S75°45'21"W	29.74'
L2	S14°14'39"E	27.94'
L3	S75°45'21"W	12.00'
L4	N14°14'39"W	27.94'
L5	S75°45'21"W	25.84'
L6	N14°14'43"W	17.29'
L7	S75°45'17"W	19.14'
L8	N14°14'43"W	11.98'
L9	N75°45'17"E	19.14'
L10	N14°14'43"W	96.74'
L11	N25°29'28"W	13.76'
L12	S64°30'32"W	20.66'
L13	N25°29'28"W	13.00'
L14	N64°30'32"E	20.66'
L15	N25°29'28"W	33.27'
L16	S25°29'28"E	60.63'
L17	S14°14'43"E	107.98'
L18	N75°45'21"E	47.40'
L19	S14°46'49"E	20.00'

EASEMENT CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	680.00'	20.05'	1°41'21"	N68°24'54"E	20.05'

DATE: 4/2015

SCALE:  
1"=50'  
SHEET  
2 OF 5

**WATER LINE EASEMENTS  
LOT 3A  
BOOK 1215, PAGE 16, M.C.R.**



**DAVID EVANS  
AND ASSOCIATES INC.**  
4600 East Washington Street, Suite 430  
Phoenix Arizona 85034  
Phone: 602.678.5151



E. 1/4 COR. SEC. 23, T.4N., R.1E.  
 FD. BRASS CAP IN HANDHOLE  
 MKD. CITY OF GLENDALE

WATER ESMT B  
 345 SQ. FT.  
 0.008 AC±

PROPOSED WATER  
 AND SEWER ESMT

1736.16'

RB=  
 S63°22'32"W

N89°41'59"W  
 367.15'

N.E. COR.  
 LOT 4A

2647.87'

P.O.B.  
 "B"

LOT 3A

PROPOSED  
 WATER ESMT

P.O.B.  
 "C"

75TH AVENUE

911.71'

LOT 4A

L25

N00°18'01"E

WATER ESMT C  
 138 SQ. FT.  
 0.003 AC±

RB=  
 S72°01'14"W

P.O.C.  
 S.E. COR. SEC. 23, T.4N., R.1E.  
 FD. ALUM. CAP IN HANDHOLE  
 MKD. A.D.O.T.

NOTE:  
 SEE SHEET 4 FOR  
 EASEMENT DATA TABLES

DATE: 4/2015

SCALE:  
 1"=50'

SHEET

3 OF 5

**WATER LINE EASEMENTS  
 LOT 3A  
 BOOK 1215, PAGE 16, M.C.R.**



**DAVID EVANS  
 AND ASSOCIATES INC.**

4600 East Washington Street, Suite 430  
 Phoenix Arizona 85034  
 Phone: 602.678.5151

EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L20	S76°02'43"W	13.63'
L21	S76°02'43"W	20.41'
L22	N25°29'28"W	17.09'
L23	N75°13'11"E	20.35'
L24	S25°29'28"E	17.39'
L25	N75°58'28"E	11.98'
L26	S14°01'08"E	12.00'
L27	S75°58'28"W	11.08'

EASEMENT CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C2	1000.00'	138.85'	7°57'20"	S22°38'48"E	138.74'
C3	1000.00'	12.03'	0°41'22"	N18°19'27"W	12.03'

LEGEND

P.O.C. = POINT OF COMMENCEMENT  
P.O.B. = POINT OF BEGINNING  
BLM = BUREAU OF LAND MANAGEMENT  
A.D.O.T. = AZ DEPT. OF TRANSPORTATION  
RB = RADIAL BEARING  
R/W = RIGHT-OF-WAY  
MKD. = MARKED

DATE: 4/2015

SCALE:  
N.T.S.

SHEET

4 OF 5

**WATER LINE EASEMENTS  
LOT 3A  
BOOK 1215, PAGE 16, M.C.R.**

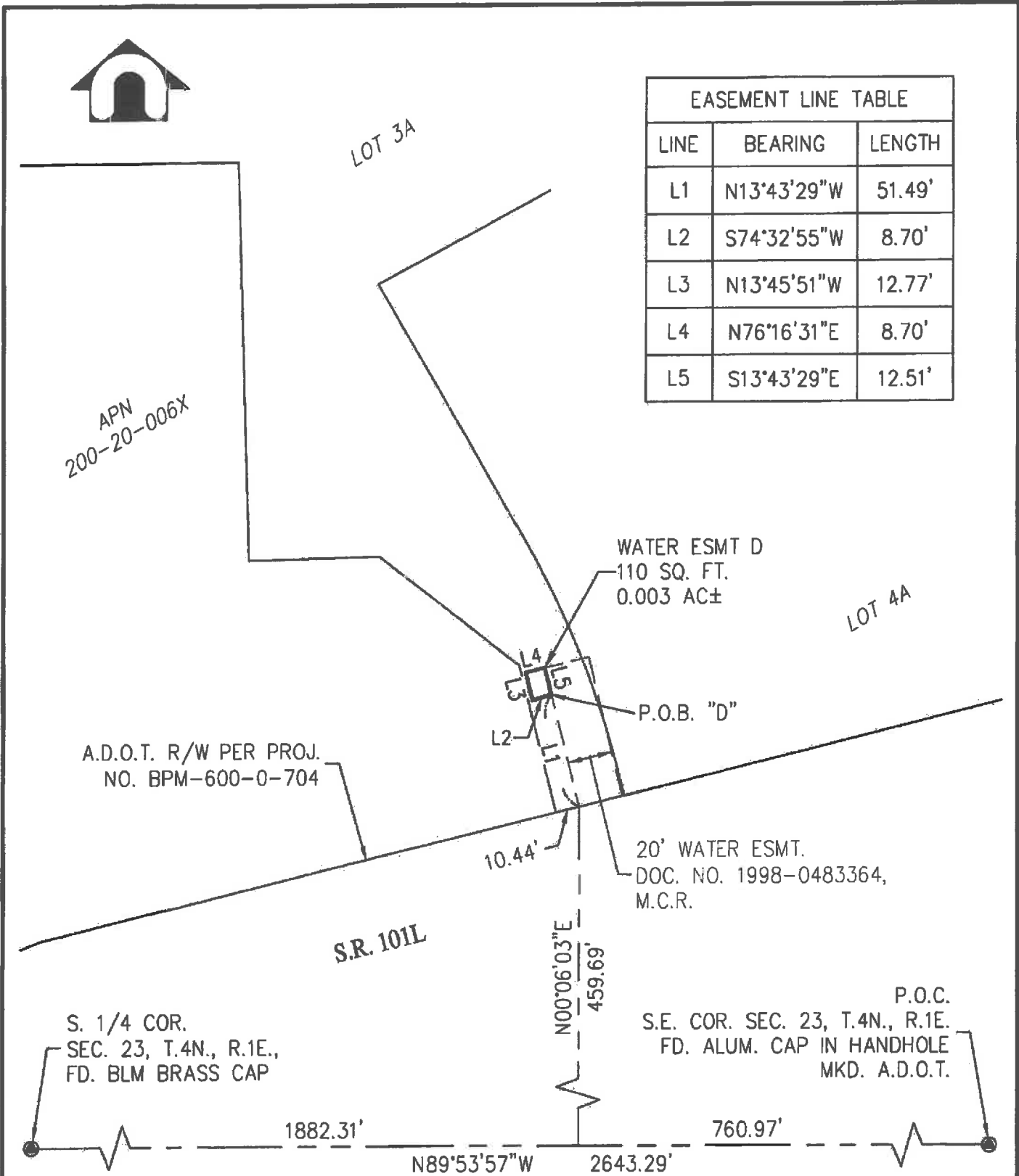


**DAVID EVANS  
AND ASSOCIATES INC.**

4600 East Washington Street, Suite 430  
Phoenix Arizona 85034  
Phone: 602.678.5151



EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L1	N13°43'29"W	51.49'
L2	S74°32'55"W	8.70'
L3	N13°45'51"W	12.77'
L4	N76°16'31"E	8.70'
L5	S13°43'29"E	12.51'



DATE: 4/2015

SCALE:  
1"=60'  
SHEET  
5 OF 5

**WATER LINE EASEMENTS  
LOT 3A  
BOOK 1215, PAGE 16, M.C.R.**



**DAVID EVANS  
AND ASSOCIATES INC.**  
4600 East Washington Street, Suite 430  
Phoenix Arizona 85034  
Phone: 602.678.5151





**WATER LINE EASEMENT  
AT ASPERA LOT 3A**



## Legislation Description

---

**File #:** 15-656, **Version:** 1

---

### **ACCEPTANCE OF A SEWER LINE EASEMENT AT ASPERA**

Staff Contact: Jack Friedline, Director, Public Works

### **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt an ordinance accepting a new sewer line easement at Aspera.

### **Background**

The developer of Lot 3A at Aspera, located west of 75th Avenue and north of Beardsley Road, has constructed a new public sewer line. The sewer line will meet the sewer demands for future development on Lot 3A. The developer, CDG Joy 1, LLC, is granting an easement to allow the City to access, operate, maintain and repair the new sewer line consistent with the City Code.

### **Analysis**

Staff recommends accepting the new sewer line easement. There will be no impact on City departments, staff or service levels as a result of this action. There are no costs incurred to the City for this action.

ORDINANCE NO. 2965 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A SEWER LINE EASEMENT LOCATED AT LOT 3A AT ASPERA; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, the developer of Lot 3A at Aspera, located approximately 300 feet west of 75th Avenue and 400 feet north of Beardsley Road, has constructed a new sewer line that will meet the sewer demands of future development of Lot 3A; and

WHEREAS, the developer, CDG JOY 1, LLC, has agreed to grant the City an easement to allow the City to access, maintain, operate and repair said sewer line.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. The City is hereby accepting an easement for the location of a new sewer line pursuant to the Conveyance of Easement, which is attached as Exhibit A. Upon the execution by the Grantor, CDG JOY 1, LLC, the City will have legal title to an easement for the purpose of operating, repairing, replacing, maintaining and removing said sewer line consistent with the City Code.

SECTION 2. The Council hereby authorizes and instructs the City Manager to execute the Conveyance of Easement, which is attached hereto as Exhibit A, granting a sewer line easement described herein to the City.

SECTION 3. The City Clerk is accordingly instructed and authorized to forward a certified copy of this ordinance and conveyance of easement for recording to the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

---

M A Y O R

ATTEST:

---

City Clerk (SEAL)

APPROVED AS TO FORM:

---

City Attorney

REVIEWED BY:

---

Acting City Manager  
o\_eng\_sewer easement aspera.doc

**EXHIBIT A**

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, **CDG Joy 1, LLC**, an Arizona limited liability company, do hereby convey to the City of Glendale, an Arizona municipal corporation, an easement to install, repair, operate, maintain and remove a sewer line 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 \_\_\_\_\_, 2015.

By: \_\_\_\_\_  
Don Cardon,  
Member

**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 \_\_\_\_\_, 2015 by Don Cardon, Member, who acknowledged that he executed this instrument for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My commission expires:

NWC 75<sup>th</sup> Avenue/ Beardsley Rd

EXHIBIT A

LEGAL DESCRIPTION  
20' PUBLIC SEWER EASEMENT

A portion of Lot 3A as shown on "Minor Land Division of Lot 3 and Lot 4 of Aspera Final Plat", recorded in Book 1215, Page 16, Records of Maricopa County, Arizona, located within the southeast quarter of Section 23, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being described as follows:

COMMENCING at an Arizona Department of Transportation aluminum cap in handhole found at the Southeast Corner of said Section 23, from which a Bureau of Land Management brass cap found at the south quarter corner thereof bears North 89°53'57" West, a distance of 2643.29 feet; thence along the south line of the southeast quarter of said Section 23, North 89°53'57" West, 565.48 feet; thence leaving said south line, North 00°06'03" East, 830.05 feet to a point on the south line of said Lot 3A, and the POINT OF BEGINNING;

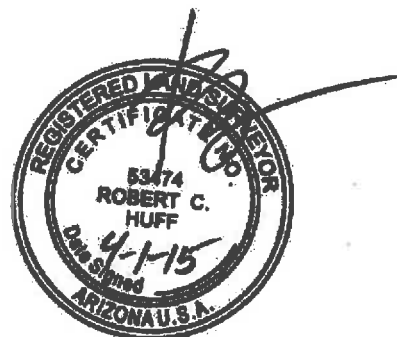
thence leaving the south line of said Lot 3A, North 14°46'49" West, 45.67 feet;

thence North 75°13'11" East, 20.00 feet;

thence South 14°46'49" East, 45.96 feet to a point on the south line of said Lot 3A;

thence along said south line, South 76°02'49" West, 20.00 feet to the POINT OF BEGINNING.

Said parcel containing 916 square feet or 0.021 acres, more or less.



6/30/15



TRACT B  
BK. 1199, PG. 10  
MCR

ASPERA BLVD

PROPOSED PRIVATE SEWER ESMT  
PROPOSED COMBINATION  
WATER AND SEWER ESMT

LOT 3A  
BK. 1215, PG. 16  
MCR

L1  
P.O.B.

PUBLIC SEWER ESMT  
916 SQ. FT.  
0.021 AC±

APN  
200-20-006X

LOT 4A  
BK. 1215, PG. 16  
MCR

PROPOSED PUBLIC SEWER ESMT

830.05'

20' SEWER ESMT  
DOC. NO. 1996-0378562,  
MCR

S.R. 101L

NOTE:  
SEE SHEET 2 FOR EASEMENT  
DATA TABLES AND LEGEND

S. 1/4 COR.  
SEC. 23, T.4N., R.1E.,  
FD. BLM BRASS CAP

P.O.C.  
S.E. COR. SEC. 23, T.4N., R.1E.  
FD. ALUM. CAP IN HANDHOLE  
MKD. A.D.O.T.

2077.80'

565.48'

N89°53'57"W 2643.29'

N00°06'03"E

DATE: 4/2015

SCALE:  
1"=150'

SHEET

1 OF 2

**20' PUBLIC SEWER EASEMENT  
MLD OF LOTS 3 & 4 OF ASPERA  
BOOK 1215, PAGE 16, M.C.R.**



**DAVID EVANS  
AND ASSOCIATES INC.**

4600 East Washington Street, Suite 430  
Phoenix Arizona 85034  
Phone: 602.678.5151




EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L1	N14°46'49"W	45.67'
L2	N75°13'11"E	20.00'
L3	S14°46'49"E	45.96'
L4	S76°02'49"W	20.00'

LEGEND

P.O.C. = POINT OF COMMENCEMENT  
P.O.B. = POINT OF BEGINNING  
BLM = BUREAU OF LAND MANAGEMENT  
A.D.O.T. = AZ DEPT. OF TRANSPORTATION  
MLD = MINOR LAND DIVISION  
ESMT = EASEMENT

DATE: 4/2015

SCALE: N.T.S.	<b>20' PUBLIC SEWER EASEMENT MLD OF LOTS 3 &amp; 4 OF ASPERA BOOK 1215, PAGE 16, M.C.R.</b>	 <b>DAVID EVANS AND ASSOCIATES INC.</b> 4600 East Washington Street, Suite 430 Phoenix Arizona 85034 Phone: 602.678.5151
SHEET 2 OF 2		



**SEWER LINE EASEMENT  
AT ASPERA LOT 3A**



## Legislation Description

---

**File #: 15-657, Version: 1**

---

### **ACCEPTANCE OF A WATER AND SEWER EASEMENT AT ASPERA**

Staff Contact: Jack Friedline, Director, Public Works

#### **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt an ordinance accepting a new water and sewer easement at Aspera.

#### **Background**

The owner of Lot 3A at Aspera, located west of 75th Avenue and north of Beardsley Road, has constructed a new water line and a new sewer line to meet the domestic water and sewer demands and fire protection requirements of Lot 3A. The water line and sewer line are parallel and will be co-located within the same easement. The owner, CDG Joy 1, LLC, is granting the City an easement to allow the City to access, maintain, operate and repair the new water line and new sewer line consistent with the City Code.

#### **Analysis**

Staff recommends acceptance of the new water and sewer easement. There will be no impact on City departments, staff or service levels as a result of this action. There are no costs incurred to the City for this action.

ORDINANCE NO. 2966 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A CONVEYANCE OF A COMMON WATER AND SEWER LINE EASEMENT LOCATED ON LOT 3A OF ASPERA; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, the owner of Lot 3A at Aspera, located approximately 300 feet north of Beardsley Road and 400 feet west of 75<sup>th</sup> Avenue, has constructed a new water line and a new sewer line that will meet the domestic water and sewer demands and fire protection requirements of City Code.

WHEREAS, the owner, CDG JOY 1, LLC, has agreed to grant the City a water and sewer easement allowing the City to access, operate, maintain and repair said water line and sewer line.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. The City is hereby accepting a water and sewer easement for the location of a new water line and a new sewer line pursuant to the Conveyance of Easement, which is attached as Exhibit A. Upon the execution by the Grantor, CDG JOY 1, LLC, the City will have legal title to the easement for the purpose of operating, repairing, replacing, maintaining and removing said water line and sewer line consistent with the City Code.

SECTION 2. The Council hereby authorizes and instructs the City Manager to execute the Conveyance of Easement, which is attached hereto as Exhibit A, granting a water and sewer line easement described herein to the City.

SECTION 3. The City Clerk is accordingly instructed and authorized to forward a certified copy of this ordinance and conveyance of easement for recording to the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

---

MAYOR

ATTEST:

---

City Clerk (SEAL)

APPROVED AS TO FORM:

---

City Attorney

REVIEWED BY:

---

Acting City Manager

o\_eng\_common water.doc

**EXHIBIT A**

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, **CDG Joy 1, LLC**, an Arizona limited liability company, do hereby convey to the City of Glendale, an Arizona municipal corporation, an easement to install, repair, operate, maintain and remove a water line and a sewer line 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 \_\_\_\_\_, 2015.

By: \_\_\_\_\_  
Don Cardon,  
Member

**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 \_\_\_\_\_, 2015 by, Don Cardon, Member, who acknowledged that he executed this instrument for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My commission expires:

NWC 75<sup>th</sup> Avenue/ Beardsley Rd

**LEGAL DESCRIPTION  
ASPERA  
COMBINED WATER AND SEWER EASEMENT**

A portion of Lot 3 as shown on "Aspera Final Plat", recorded in Book 1199, Page 10, Records of Maricopa County, Arizona, located within the southeast quarter of Section 23, Township 4 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being described as follows:

**COMMENCING** at an Arizona Department of Transportation aluminum cap in handhole found at the Southeast Corner of said Section 23, from which a Bureau of Land Management brass cap found at the south quarter corner thereof bears North 89°53'57" West, a distance of 2643.29 feet; thence along the south line of the southeast quarter of said Section 23, North 89°53'57" West, 577.21 feet; thence leaving said south line, North 00°06'03" East, 874.20 feet to the POINT OF BEGINNING;

thence North 14°46'49" West, 30.00 feet;

thence North 75°13'11" East, 247.57 feet;

thence North 14°14'35" West, 12.76 feet;

thence North 75°13'11" East, 12.96 feet;

thence South 14°46'49" East, 12.76 feet;

thence North 75°13'11" East, 61.91 feet;

thence North 14°14'28" West, 8.72 feet;

thence North 75°13'11" East, 38.00 feet;

thence South 14°14'28" East, 20.82 feet;

thence North 75°45'21" East, 14.00 feet;

thence South 14°14'39" East, 17.77 feet;

thence South 75°13'11" West, 24.00 feet;

thence South 14°14'33" East, 15.27 feet;

thence South 75°35'33" West, 12.96 feet;

thence North 14°46'49" West, 15.19 feet;



thence South 75°13'11" West, 337.17 feet to the POINT OF BEGINNING.

Said parcel containing 11,758 square feet or 0.270 acres, more or less.



Bo 6/30/15



TRACT B

ROW

ASPERA BOULEVARD

LOT 3

75TH AVENUE

PROPOSED WATER EASEMENT

PROPOSED SEWER EASEMENT

WATER & SEWER ESMT  
11,758 SQ. FT.  
0.270 AC±  
SEE SHT. 2

P.O.B.

PROPOSED WATER EASEMENT

APN  
200-20-006X

LOT 4

S.R. 101L

20' SEWER ESMT  
DOC. NO. 1996-0378562,  
M.C.R.

874.20'

N00°06'03"E

**NOTE:**

SEE SHEET 2 FOR EASEMENT  
DETAIL AND DATA TABLES

**LEGEND**

P.O.C. = POINT OF COMMENCEMENT  
P.O.B. = POINT OF BEGINNING

S. 1/4 COR.  
SEC. 23, T.4N., R.1E.,  
FD. BLM BRASS CAP

P.O.C.  
S.E. COR. SEC. 23, T.4N., R.1E.  
FD. ALUM. CAP IN HANDHOLE  
MKD. A.D.O.T.

2066.07'

577.21'

N89°53'57"W 2643.29'

DATE: 10/2014

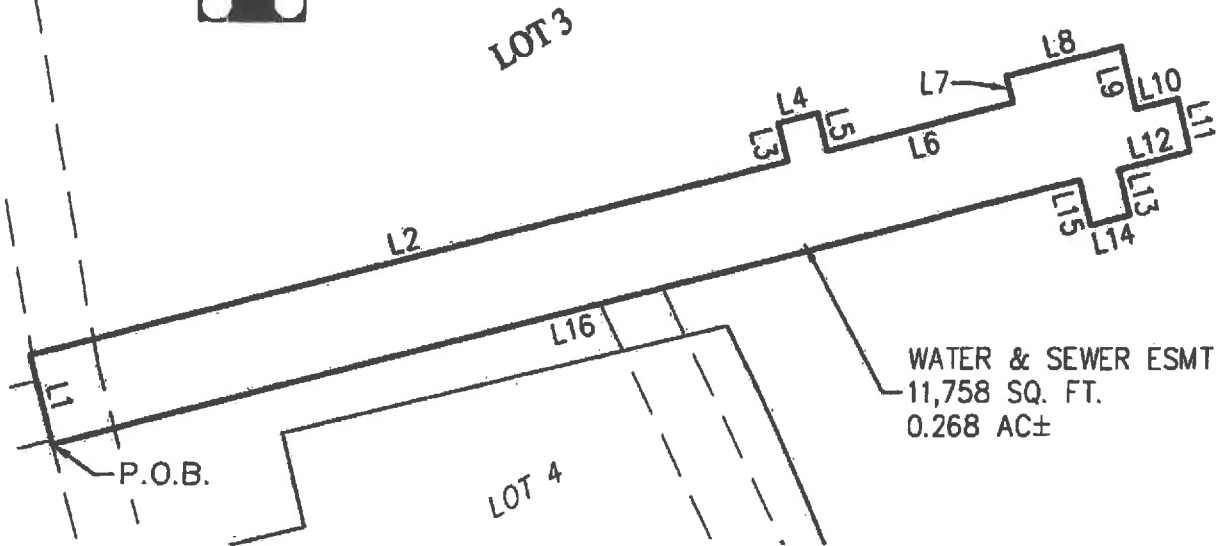
SCALE:  
1"=150'

SHEET  
1 OF 2

**COMBINED WATER & SEWER ESMT  
LOT 3, ASPERA FINAL PLAT  
BOOK 1199, PAGE 10, M.C.R.**



**DAVID EVANS  
AND ASSOCIATES INC.**  
4600 East Washington Street, Suite 430  
Phoenix Arizona 85034  
Phone: 602.678.5151



EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L1	N14°46'49"W	30.00'
L2	N75°13'11"E	247.57'
L3	N14°14'35"W	12.76'
L4	N75°13'11"E	12.96'
L5	S14°46'49"E	12.76'
L6	N75°13'11"E	61.91'
L7	N14°14'28"W	8.72'
L8	N75°13'11"E	38.00'

EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L9	S14°14'28"E	20.82'
L10	N75°45'21"E	14.00'
L11	S14°14'39"E	17.77'
L12	S75°13'11"W	24.00'
L13	S14°14'33"E	15.27'
L14	S75°35'33"W	12.96'
L15	N14°46'49"W	15.19'
L16	S75°13'11"W	337.17'

DATE: 10/2014

SCALE:  
1"=60'

SHEET

2 OF 2

**COMBINED WATER & SEWER ESMT  
LOT 3, ASPERA FINAL PLAT  
BOOK 1199, PAGE 10, M.C.R.**



**DAVID EVANS  
AND ASSOCIATES INC.**  
4600 East Washington Street, Suite 430  
Phoenix Arizona 85034  
Phone: 602.678.5151



**WATER AND SEWER EASEMENT  
AT ASPERA LOT 3A**





## Legislation Description

---

**File #: 15-698, Version: 1**

---

**AUTHORIZATION AND DIRECTION FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT THE SOUTHWEST CORNER OF BETHANY HOME ROAD AND 91ST AVENUE IN GLENDALE, ARIZONA**

Staff Contact: Michael D. Bailey, City Attorney

**Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to execute all documents necessary to authorize the purchase of real property located at the southwest corner of Bethany Home Road and 91st Avenue in Glendale, Arizona in the amount of \$15,526,542.00. This is also a request for authorization to exceed appropriation within the identified construction funds until the 4th quarter of the fiscal year, at which time a budget appropriation transfer will be brought forward for Council consideration consistent with the City Charter and consistent with the Cash and Budget Appropriation Transfers Policy adopted by Council on December 10, 2013.

**Previous Related Council Action**

On September 15, 2015, City Council provided direction for the City Manager and City Attorney to take all necessary actions to acquire real property pursuant to Council priorities, within the limitations of funding sources.

**Budget and Financial Impacts**

The purchase of real property at the southwest corner of Bethany Home Road and 91<sup>st</sup> Avenue ("CCP #3") is contingent with the purchase of the real property at the southwest corner of Maryland Avenue and 91<sup>st</sup> Avenue ("CCP #2") located in Glendale, Arizona. The purchase price of the two properties separately are \$15,526,542.00 (CCP #3) and \$6,812,106.00 (CCP #2) with a sum total purchase price of \$22,338,648.00. The City of Glendale will be required to pay CCP Investments #2, LLC and CCP Investments #3, LLC, \$250,000.00 within one (1) day of execution of the agreements and the remaining \$22,088,648.00 at closing. These costs will be recorded in the Streets Construction Fund (Fund 1980) and the Economic Development Construction Fund (Fund 2100).

City Charter limits transfers between funds to the 4th quarter of a fiscal year. As budget appropriation for the transaction is not currently in the identified funds, staff is requesting approval to exceed appropriation within the identified funds to record the expenditures. A budget appropriation transfer request will then be brought forward for Council consideration in the 4th quarter of the fiscal year. This is consistent with the Cash and Budget Appropriation Transfers Policy adopted by Council on December 10, 2013.

It is anticipated this transaction, and subsequent eligible improvements, will be funded through the issuance of General Obligation (G.O.) bonds. As the issuance of the G.O. bonds, anticipated in early 2016, is

subsequent to the close of the transaction, the G.O. bond proceeds will reimburse the City for this land purchase.

Capital Expense? Yes

Budgeted? No

Requesting Budget or Appropriation Transfer? Yes

If yes, where will the transfer be taken from?

Construction funds will be identified in the 4th quarter of the fiscal year, at which time a budget appropriation transfer will be brought forward for Council consideration.

RESOLUTION NO. 5032 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ACQUISITION OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF BETHANY HOME ROAD AND 91<sup>ST</sup> AVENUE IN GLENDALE, ARIZONA; AND DIRECTING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO EFFECTUATE SAID PURCHASE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed necessary and essential for the City of Glendale to acquire fee title to the following property described below:

CCP #3 Property located at the southwest corner of Bethany Home Road and 91<sup>st</sup> Avenue consisting of approximately 3,313,609 square feet or 76.07 acres of property for \$15,526,542.00.

SECTION 2. That the City Manager and the City Clerk be authorized and directed to execute and deliver any and all documents necessary to acquire said real property on behalf of the City of Glendale.

SECTION 3. That the duly authorized disbursing officers of the City of Glendale be authorized and directed to pay all sums necessary to acquire said real property in accordance with such Purchase Agreement and escrow instructions, as well as all recording fees and other costs necessary for the acquisition of said real property.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager  
r\_legal\_acquisition bethany home.doc

# **SUBSTANTIAL FINAL FORM**

## **PURCHASE AGREEMENT**

**DATE:** October \_\_\_\_, 2015

**SELLER:** CCP INVESTMENTS #3, LLC,  
an Arizona limited liability company (the "Seller")  
Address: 6252 N. 91st Avenue  
Glendale, Arizona 85305  
Attention: Bonnie Pendergast and Carolyn Pendergast  
Telephone: (623) 824-2811 and (602) 882-7123  
E-mail: [pendergastb7@aol.com](mailto:pendergastb7@aol.com) and [cpender4@cox.net](mailto:cpender4@cox.net)

**SELLER'S  
ATTORNEY:** SNELL & WILMER L.L.P.  
Address: One Arizona Center  
Phoenix, Arizona 85004-2202  
Attention: Joyce Kline Wright, Esq.  
Telephone: (602) 382-6249  
E-mail: [jkwright@swlaw.com](mailto:jkwright@swlaw.com)

**BUYER:** THE CITY OF GLENDALE, ARIZONA,  
an Arizona municipal corporation (the "Buyer")  
Address: 5850 West Glendale Avenue  
Glendale, Arizona 85301  
Attention: Michael Bailey, City Attorney  
Telephone: (623) 930-2930  
E-mail: [mbailey@glendaleaz.com](mailto:m Bailey@glendaleaz.com)

**BUYER'S  
ATTORNEY:** GUST ROSENFELD PLC  
Address: One East Washington, Suite 1600  
Phoenix, Arizona 85004-2553  
Attention: Raul Abad  
Telephone: (602) 257-7452  
E-mail: [rabad@gustlaw.com](mailto:rabad@gustlaw.com)

**ESCROW  
AGENT:** FIDELITY NATIONAL TITLE INSURANCE COMPANY  
Address: 7025 N. Scottsdale Road, Suite # 102  
Scottsdale, Arizona 85253  
Telephone: (480) 515-2331  
Escrow Officer: Lisa Boyle, Vice President – Branch Manager



E-mail: [lisa.boyle@fnf.com](mailto:lisa.boyle@fnf.com)  
Escrow No.: 22002164

**PROPERTY:** Fee title to the real property described on **Exhibit A**, generally located at the southwest corner of Bethany Home Road and 91st Avenue in Glendale, Arizona, including all improvements located on such real property, if any, and all rights and privileges appurtenant to the real property, all of which are agreed to be and constitute a part of the real property (the "**Property**").

## **ARTICLE 1 AGREEMENT OF THE PARTIES**

1.1 Agreement. In consideration of the mutual promises and covenants set forth in this Purchase Agreement (this "Agreement"), Seller agrees to sell and Buyer agrees to buy the Property on the terms and conditions set forth in this Agreement. Simultaneously with the execution of this Agreement, Buyer has entered into that certain Purchase Agreement of even date herewith by and among Buyer and CCP INVESTMENTS #2, LLC, an Arizona limited liability company and Alice R. Pendergast, Carolyn Pendergast and Bonnie Pendergast, as Trustees under The Pendergast Trust, under Agreement dated June 11, 2004, collectively, as seller thereunder (as may be amended pursuant to the terms thereof, the "**CCP #2 Agreement**") pertaining to that certain other real property and improvements more particularly described in the CCP #2 Agreement (the "**CCP #2 Property**"). Buyer and Seller established Escrow No. 22002142 with Escrow Agent pursuant to the CCP #2 Agreement ("**Escrow No. 22002142**"). Buyer intends and agrees to purchase both the Property and the CCP #2 Property, subject to the terms and conditions of this Agreement and the CCP #2 Agreement and to close Escrow No. 2200242 simultaneously with closing the escrow established pursuant to this Agreement.

1.2 Effectiveness of Agreement; Opening Date. This Agreement shall be effective when both Buyer and Seller have executed this Agreement. Within one (1) Business Day following the date of execution of this Agreement by both Buyer and Seller, and deposit of their respective executed counterparts of this Agreement with Escrow Agent, Buyer shall deposit the Earnest Money Deposit as defined and required by **Section 2.2(a)** in escrow. The "**Opening Date**" shall be the date on which Escrow Agent has received the fully executed counterparts of this Agreement and the Earnest Money Deposit. Promptly upon receipt of those items, Escrow Agent shall notify Buyer and Seller in writing of the Opening Date.

## **ARTICLE 2 PURCHASE PRICE AND PAYMENT TERMS**

2.1 Purchase Price. The total purchase price for the Property is \$15,526,542.00 (the "**Purchase Price**").

2.2 Payment. The Purchase Price shall be paid by Buyer as follows:

(a) Earnest Money. Within one (1) Business Day following the date of execution of this Agreement by both Buyer and Seller, Buyer agrees to deposit in escrow the sum of \$250,000.00 as an earnest money deposit ("**Earnest Money Deposit**"). An

amount equal to \$50,000.00 of the Earnest Money Deposit shall be deemed non-refundable to Buyer, but applicable to the Purchase Price, immediately upon deposit in escrow by Buyer (“**Non-Refundable Earnest Money**”), and in the event this Agreement is terminated for any reason whatsoever other than due to Seller’s default as provided in **Section 11.2**, the Non-Refundable Earnest Money shall be immediately released to Seller in recognition of and as compensation to Seller for its expenses related to the transaction contemplated by this Agreement. The remaining portion of the Earnest Money Deposit, excluding the Non-Refundable Deposit, shall be subject to the terms of this Agreement.

(b) Cash Payment at Closing. On or before the Closing, Buyer agrees to deposit in escrow the balance of the Purchase Price.

(c) Manner of Payment. All payments that Buyer is required to make under this **Article 2** shall be made by cashier’s check payable to Escrow Agent or by wire transfer of ready funds to the account of Escrow Agent. Escrow Agent is instructed to deposit all such payments in a federally-insured money market or other similar account, subject to immediate withdrawal, at a bank or savings and loan institution located in Phoenix, Arizona.

### 2.3 Earnest Money Provisions.

(a) Interest. Interest earned on the Earnest Money Deposit shall be retained in the escrow until the Closing, at which time such interest shall be credited to the Purchase Price; *provided, however*, that if this Agreement is terminated, the interest shall be paid to the party entitled to receive the Earnest Money Deposit.

(b) Disposition of Earnest Money Deposit.

(i) If the escrow closes, the Earnest Money Deposit in escrow, together with any interest earned on the Earnest Money Deposit shall be credited against the Purchase Price.

(ii) If the Agreement is terminated and pursuant to the terms of this Agreement Seller becomes entitled to receive and retain all or a portion of the Earnest Money Deposit, Escrow Agent shall immediately pay to Seller the entire Earnest Money Deposit or the Non-Refundable Deposit, as applicable, together with any interest earned on the portion of the Earnest Money Deposit released to Seller.

(iii) If the Agreement is terminated and pursuant to the terms of this Agreement, Buyer becomes entitled to a return of all or a portion of the Earnest Money Deposit, Escrow Agent shall immediately refund to Buyer such amount, together with any interest earned on such amount.

2.4 Disbursements. At Closing, all amounts paid by Buyer on account of the Purchase Price, less any closing costs and brokerage commissions payable by Seller, shall be disbursed to Seller.

### **ARTICLE 3 ESCROW**

3.1 Establishment of Escrow; Escrow Instructions. Immediately upon execution of this Agreement by both parties, Seller will deliver a fully executed copy of this Agreement to Escrow Agent. An escrow for this transaction shall be established with Escrow Agent, and Escrow Agent is engaged to administer the escrow. This Agreement constitutes escrow instructions to Escrow Agent. Should Escrow Agent require the execution of its standard form printed escrow instructions, Buyer and Seller agree to execute same; however, such instructions shall be construed as applying only to Escrow Agent's engagement, and if there are conflicts between the terms of this Agreement and the terms of the printed escrow instructions, the terms of this Agreement shall control.

3.2 Acceptance; Escrow Agent Not a Party. By accepting this escrow, Escrow Agent agrees be bound by the terms of this Agreement as they relate to the duties of Escrow Agent. However, such agreement does not constitute Escrow Agent as a party to this Agreement and no consent or approval from Escrow Agent shall be required to amend, extend, supplement, terminate or otherwise modify this Agreement except to the extent any such action increases the duties of Escrow Agent or exposes Escrow Agent to increased liability, in which such action shall not be binding on Escrow Agent unless Escrow Agent has consented to the same in writing.

3.3 Termination Charges. If the escrow fails to close because of Seller's default, Seller shall be liable for all customary escrow termination charges. If the escrow fails to close because of Buyer's default, Buyer shall be liable for all customary escrow termination charges. If the escrow fails to close for any other reason, Seller and Buyer shall each be liable for one-half of all customary escrow termination charges.

3.4 IRS Reporting. Escrow Agent agrees to be the designated "reporting person" under §6045(e) of the U.S. Internal Revenue Code of 1986 as amended (the "**Code**") with respect to the real estate transaction described in this Agreement and to prepare, file and deliver such information, returns and statements as the U.S. Treasury Department may require by regulations or forms in connection with such requirements, including Form 1099-B.

3.5 Insured Closing Letter. If Escrow Agent does not issue its own title insurance policies, but acts as an agent for an underwriter, as a condition to Escrow Agent acting as such, Escrow Agent shall cause its underwriter to issue to the parties a closing protection letter or insured closing service in written form satisfactory to Seller and Buyer, within five (5) days following the Opening Date.

### **ARTICLE 4 INFORMATION TO BE PROVIDED TO BUYER**

4.1 Information and Other Items to Be Provided to Buyer. Within the time periods set forth below, Seller or Escrow Agent, as the case may be, will provide Buyer with the following (the "**Due Diligence Materials**"):

(a) Title Report. Buyer hereby acknowledges receipt of the Commitment for Title Insurance No. 22002164-022-LB1 dated September 18, 2015 issued by Escrow

Agent (the “**Title Report**”) which shows the status of title to the Property as of the date of the Title Report and is accompanied by legible copies of all documents referred to in the Title Report.

(b) Existing Information. Within one (1) Business Day following the Opening Date, Seller will provide Buyer with currently relevant documentation and information relating to the Property to the extent in Seller’s possession, custody or control (the “**Property Materials**”); provided, however, that Seller shall have no obligation to provide any zoning and entitlement documents currently on file with the City of Glendale (the “**City**”) or any documents which would be disclosed in the Title Report or would otherwise be reflected in the public records. The Property Materials to be delivered by Seller include the following:

(i) a copy of the Amended and Restated Farm Lease between Seller and C.C. Pendergast & Co. L.L.C., as Lessee, relating to the Property (the “**Lease**”), along with land use application and abstract documentation related to the Lease;

(ii) a copy of the most recent survey of a portion of or all of the Property;

(iii) a copy of the Certificate of Grandfathered Groundwater Right with respect to the Property, along with the most recent water usage reports filed with the Arizona Department of Water Resources; and

(iv) a copy of the most recent Report of Farm Commodities filed with the United States Department of Agriculture Farm Service Agency.

(v) any environmental reports, data or analyses prepared, commissioned or received by Seller related to the conditions of the Property.

4.2 Survey. Prior to expiration of the Due Diligence Period, Buyer, at its sole cost and expense, shall obtain a current ALTA survey of the Property sufficient for issuance of the Title Policy described in **Section 6.5** (the “**Survey**”). The Survey shall be certified to Buyer, Seller and Escrow Agent. Buyer shall promptly provide Seller and Escrow Agent with a copy of the Survey after its receipt by Buyer.

4.3 Right to Enter and Inspect the Property. During the period from the date of execution of this Agreement by Buyer and Seller until the earlier of the Closing or termination of this Agreement, and subject to the provisions of this **Section 4.3**, Seller grants Buyer the non-exclusive right and license for Buyer’s duly authorized employees, agents, consultants and independent contractors (collectively, “**Representatives**”) to enter upon the Property for the purposes conducting tests, inspections, studies, surveys and other investigations relating to the Property, including, but not limited to environmental site assessments, civil engineering, geotechnical studies, preliminary soils investigations, sampling activities and surveys. However, Buyer may not enter the Property without giving Seller’s manager, Bonnie Pendergast, advance written notice by telephone or e-mail of at least one (1) Business Day prior to any entry of the nature/purpose of the entry, the identity of the Representative(s) and the general time periods

during which such Representative(s) will be on the Property. Seller shall have the right to have a representative present for all such activities, and Buyer, in making such entry and conducting such tests, studies, and analyses, shall not interfere with the use of the Property by Seller or damage the Property. Buyer agrees to repair any damage arising directly from such entry or the performance of any tests, studies and analyses by Buyer's Representatives and further agrees to indemnify, defend, and hold harmless Seller and its Related Parties (the "**Indemnitees**") for, from, and against any and all Claims arising out of Buyer's exercise of the rights granted by this **Section 4.3**, including, without limitation, any Claims relating to mechanics' or materialmen's liens; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is caused by any unlawful existing conditions of the Property or any grossly negligent acts or omissions or willful misconduct of the Indemnitees. Buyer agrees, at its expense, to promptly refill holes dug and otherwise to repair any damage to the Property as a result of its activities pursuant to this **Section 4.3**. The provisions of this **Section 4.3** shall survive the termination of this Agreement and be subject to **Section 12.14**.

## **ARTICLE 5 CONDITIONS TO CLOSING**

5.1 Conditions to Buyer's Obligation to Close. Buyer's obligations to close this transaction are subject to the satisfaction of the following conditions on and as of the Closing, unless an earlier date is specified:

(a) Title & Survey Review. Buyer is satisfied with the status of title to the Property as disclosed by the Title Report and the Survey, if any. In that regard:

(i) Buyer shall have until November 3, 2015 (the "**Review Period**") in which to review and to give Seller and Escrow Agent written notice of any title exception or matter which is unacceptable to Buyer, in Buyer's reasonable judgment (each such matter or exception, a "**Disapproved Matter**"). If Buyer does not object to an exception to title as disclosed by the Title Report or Survey within the Review Period, such matter or exception shall be deemed to have been approved by Buyer.

(ii) If Buyer gives timely notice of any Disapproved Matters, Seller may elect, by delivering written notice of such election ("**Seller's Response**") to Buyer and Escrow Agent within five (5) days following Seller's receipt of notice of such Disapproved Matters, to eliminate the Disapproved Matters or to obtain title insurance endorsements satisfactory to Buyer against such Disapproved Matters, it being understood and agreed, however, that Seller shall have no duty whatsoever to eliminate or secure a title endorsement against any such Disapproved Matters.

(iii) If Seller fails to deliver Seller's Response within the time period set forth above, or if Seller elects or is deemed to have elected not to eliminate all of the Disapproved Matters or obtain title insurance endorsements against such Disapproved Matters, then Buyer must elect, on or before the expiration of the Due Diligence Period, as Buyer's sole and exclusive remedy, to either (A)

terminate this Agreement by delivering written notice of such election to Seller and Escrow Agent and upon such termination Buyer shall receive the return of the Earnest Money Deposit less the Non-Refundable Deposit, or (B) waive its objections to the Disapproved Matters and proceed to close with such Disapproved Matters thus being conclusively deemed to have been approved by Buyer. In the event that Buyer fails to make such election by the end of the Due Diligence Period, then Buyer shall be deemed to have elected to waive its objections to the Disapproved Matters in accordance with the preceding clause (B).

(iv) Notwithstanding anything in this Agreement to the contrary, title to the Property shall be delivered to Buyer at the Closing free and clear of all monetary liens and encumbrances voluntarily placed on the Property by Seller or Seller's predecessors-in-title and such monetary liens and encumbrances shall be released from the Property by Seller at Seller's sole expense on or before the Closing. All such liens and encumbrances are disapproved for the purposes of this **Section 5.1(a)**, and Buyer need not give any further notice of disapproval as to those items.

(v) The matters shown in the Title Report (other than standard printed exceptions and exclusions that will be included in the Title Policy) that are approved or deemed approved by Buyer in accordance with this **Section 5.1(a)** and any other matters approved by Buyer in writing, are referred to in this Agreement as the "**Approved Title Exceptions.**"

(b) Buyer's Investigations. Buyer is satisfied with Buyer's investigations and inspections with respect to the Property and this transaction. In that regard, for a period commencing on the Opening Date and ending at 5:00 p.m. (local Arizona time) on the twentieth (20th) Business Day following the Opening Date (the "**Due Diligence Period**"), Buyer will have the absolute right to terminate this Agreement for any reason whatsoever, in Buyer's sole and absolute discretion. However, until Buyer terminates, Buyer will proceed in good faith with Buyer's preliminary investigatory steps with respect to this transaction. Unless Buyer gives written notice of termination prior to the expiration of the above-described time period, then Buyer will be deemed to have elected not to terminate and to have waived its right to terminate pursuant to this provision.

(c) Contingent Property Closing. The conditions to closing Escrow No. 22002142 with respect to the CCP #2 Property shall be satisfied pursuant to the terms of the CCP #2 Agreement and the closing of Escrow No. 22002142 and conveyance of the CCP #2 Property to Buyer shall occur simultaneously with the closing of the transaction contemplated by this Agreement, unless such closing has not occurred due to a Buyer default under the CCP #2 Agreement.

(d) Escrow Agent Prepared to Close and Issue Title Policy. Escrow Agent is prepared to close the transactions contemplated by this Agreement and Title Insurer is unconditionally prepared to issue the Title Policy in the form required by this Agreement.

(e) Full Compliance. Seller has fully performed all of its obligations under this Agreement to be performed by Seller on or before Closing.

If any of the foregoing conditions is not fulfilled on or before the date by which such contingency is to have been satisfied and such condition has not otherwise been waived by Buyer in writing, Buyer may, in addition to any right or remedy otherwise available to Buyer, by written notice to Seller given on or before the date specified or, prior to Closing, if an earlier date is not specified, terminate this Agreement. Upon such termination, Buyer shall be entitled to a return of the Earnest Money Deposit less the Non-Refundable Earnest Money, which shall be paid to Seller. Notwithstanding the foregoing, if Buyer's termination is due to a Seller default, Buyer shall be entitled to its remedies under **Section 11.2.**

5.2 Conditions to Seller's Obligation to Close. Seller's obligation to close this transaction is subject to the satisfaction of the following conditions on and as of the Closing, unless an earlier date is specified:

(a) Contingent Property Closing. The conditions to closing Escrow No. 22002142 with respect to the CCP #2 Property shall be satisfied pursuant to the terms of the CCP #2 Agreement and the closing of Escrow No. 22002142 and conveyance of the CCP #2 Property shall occur simultaneously with the transaction contemplated by this Agreement, unless such closing has not occurred due to a Seller default under the CCP #2 Agreement.

(b) Escrow Agent Prepared to Close and Issue Title Policy. Escrow Agent shall be prepared to close the transactions contemplated by this Agreement.

(c) Full Compliance. Buyer has fully performed all of its obligations under this Agreement to be performed by Buyer on or before Closing.

If any of the foregoing conditions is not fulfilled on or before the date by which such contingency is to have been satisfied and such condition has not otherwise been waived by Seller in writing, Seller may, in addition to any right or remedy otherwise available to Seller, by written notice to Buyer, terminate this Agreement. Upon such termination, Seller shall be entitled to receive the Earnest Money Deposit.

## **ARTICLE 6 CLOSING**

6.1 Time of Closing. The Closing of this transaction and escrow (referred to in this Agreement as the "**Closing**") shall occur on or before November 16, 2015 (the actual date of Closing being the "**Closing Date**"), in the offices of Escrow Agent.

6.2 Closing Statements. Prior to Closing, Escrow Agent will prepare a consolidated closing settlement statement for Seller and Buyer, reflecting the various charges, prorations and credits applicable to each party, as provided in this Agreement, and provide each party with a copy of the closing settlement statement. Prior to Closing, each party shall have the right to review and approve the closing settlement statement to insure that such settlement statement

conforms to the terms of this Agreement. The settlement statement, as approved by each party, is referred to in this Agreement as the “**Closing Settlement Statement**”.

6.3 Seller’s Closing Documents. On or before the Closing, Seller shall deposit into escrow the following documents for delivery to Buyer at the Closing, each of which shall have been duly executed and, where appropriate, acknowledged:

(a) A special warranty deed (the “**Deed**”) in the form attached hereto as **Exhibit B** conveying the Property to Buyer, subject to current taxes and assessments, reservations in patents, all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record and all matters which an accurate survey of the Property or a physical inspection of the Property would disclose. Water rights, if any, shall be excluded from the coverage of the Deed warranties and shall be transferred by quitclaim only;

(b) An affidavit of value as required by law;

(c) A certification to Buyer and Escrow Agent, signed and acknowledged by Seller under penalties of perjury, certifying that Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of Section 1445 and 7701 of the Code and the related Treasury Regulations;

(d) Evidence of termination of the Lease on or before Closing;

(e) Any water rights conveyance and notification documents required by the Arizona Department of Water Resources; and

(f) Such other documents as may be necessary or appropriate to transfer and convey all of the Property to Buyer and to otherwise consummate this transaction in accordance with the terms of this Agreement.

6.4 Buyer’s Closing Documents. On or before the Closing, Buyer shall deposit into escrow the following documents for delivery to Seller at the Closing, each of which shall have been duly executed and, where appropriate, acknowledged:

(a) An affidavit of value as required by law; and

(b) Such other documents as may be necessary or appropriate to consummate this transaction in accordance with the terms of this Agreement.

6.5 Title Policy. Promptly following the Closing, Seller shall provide Buyer with an ALTA extended owner’s policy of title insurance issued by Fidelity National Title Insurance Company (the “**Title Insurer**”) in the full amount of the Purchase Price, effective as of the Closing, insuring Buyer that fee simple title to the Property is vested in Buyer, subject only to the usual printed exceptions and exclusions contained in such title insurance policies and to the Approved Title Exceptions. At Closing, Seller shall pay the portion of the premium for the extended coverage owner’s policy equal to the premium for a standard owner’s title insurance



policy in the amount of the Purchase Price. Buyer shall pay the difference between the premium for the extended coverage policy and the premium for a standard coverage policy. Buyer shall pay the cost of any special endorsements to the title policy requested by Buyer. In no event shall the Closing be conditional upon or extended because of Buyer's election to obtain such special endorsements.

6.6 Closing Costs and Prorations.

(a) Escrow Charges. Upon the Closing, Seller and Buyer each agree to pay one-half of the escrow charges.

(b) Recording and Filing Fees. Fees for recording the Deed will be paid by Seller. All other recording fees, if any, will be paid by Buyer. Buyer shall file and pay any fees payable to the Arizona Department of Water Resources related to filing water rights conveyance and notification documents.

(c) Prorations. Any real property taxes and assessments applicable to the Property shall be prorated as of the Closing on the Closing Settlement Statement such that Seller is responsible for taxes and assessments accruing during 2015 prior to the Closing Date and Buyer is responsible for taxes and assessments accruing, if applicable, from and after the Closing Date. Seller shall be responsible for payment of all real property tax and assessment statements, if applicable, due prior to Closing and Buyer shall be responsible for payment of all real property tax and assessment statements due following Closing. If the tax statement for 2015 is subsequently reduced after Closing, Buyer shall be obligated to reimburse Seller for the pro rata share of the reduction applicable to the period prior to Closing. Buyer hereby authorizes Seller, at no cost or other liability to Buyer, to pursue any action deemed appropriate or necessary by Seller in its sole discretion related to seeking a reduction of the 2015 tax bill. The provisions of this **Section 6.6(c)** shall survive the Closing.

(d) Miscellaneous Closing Costs. Any other closing costs not provided for above or elsewhere in this Agreement shall be paid by Buyer and Seller according to the usual and customary practice in Maricopa County, Arizona.

(e) Method of Payment. All closing costs and commissions payable by Seller shall be deducted from Seller's proceeds at the Closing. On or before the Closing, Buyer shall deposit with Escrow Agent cash in an amount sufficient to pay all closing costs payable by Buyer.

6.7 Payments and Disbursements to Be Handled through the Escrow. The various charges, credits and prorations contemplated by this Agreement will be handled by Escrow Agent through the escrow by appropriate charges and credits to Buyer and Seller and will be reflected in the Closing Settlement Statement. All amounts payable pursuant to this Agreement will be paid to Escrow Agent for disposition through the escrow. Escrow Agent is authorized to make all disbursements to the parties and to third parties contemplated by this Agreement from funds deposited for those purposes, as necessary or appropriate to close this transaction and as

set forth in the Closing Settlement Statement. Escrow Agent shall also record the Deed in the Maricopa County Recorder's records on the Closing date.

## **ARTICLE 7 POST-CLOSING RIGHTS, OBLIGATIONS & RESTRICTIONS**

7.1 Restriction on Future Transfer. The parties acknowledge that the purchase and sale of the Property and the CCP #2 Property as contemplated by this Agreement and the CCP #2 Agreement is being made under threat or imminence of condemnation due to Buyer's requirement for use of the Property for municipal purposes. Buyer acknowledges that its requirement for use of the property is a material inducement and component of Seller's willingness to sell the Property to Buyer on the terms set forth in this Agreement. Buyer also acknowledges that Seller is relying on Buyer's representations and would not necessarily sell the Property to Buyer but for the use of the Property for municipal purposes and the threat or imminence of condemnation of the Property. In consideration of the foregoing, Buyer hereby agrees that if Buyer or any entity wholly owned by Buyer sells, conveys or transfers (a "**Transfer**") any portion of the Property (the "**Subject Property**") to any third party other than an entity wholly owned by Buyer at any time within two (2) years after the Closing (the "**Holding Period**"), Seller shall be entitled to a 50% share of any Profit (as defined herein) obtained or received directly or indirectly by Buyer or any entity wholly owned by Buyer as a result of the Transfer of the Subject Property. For purposes of this Section 7.1 "Profit" shall mean any amount which exceeds the pro rata Purchase Price allocated to the Subject Property, and such amount shall be calculated by determining the square footage of the Subject Property conveyed or transferred divided by the total square footage of the Property. Buyer shall pay Seller any amount due pursuant to this Section 7.1 within five (5) Business Days following such Transfer. The provisions of this **Section 7.1** shall survive the Closing and be subject to Section 12.14. Notwithstanding anything in this Agreement to the contrary, Buyer's obligation to pay any amount due pursuant to this Section 7.1 shall remain a personal obligation of Buyer regardless of whether such Profit is received directly or indirectly by Buyer.

## **ARTICLE 8 REPRESENTATIONS AND WARRANTIES**

### 8.1 Seller's Representations.

(a) Nature of Seller's Representations. Each of the representations and warranties of Seller contained in this **Section 8.1** constitutes a material part of the consideration to Buyer and Buyer is relying on the correctness and completeness of these representations and warranties in entering into this transaction. Each of the representations and warranties is true and accurate as of the date of execution of this Agreement by Seller, will be true and accurate as of the Closing and shall survive the Closing, for a period of six (6) months.

(b) Representations and Warranties as to Seller and the Transaction. Seller represents and warrants to Buyer as follows:

(i) Organizational Status. Seller is a limited liability company duly organized and validly existing under the laws of the State of Arizona, is qualified to do business in the State of Arizona, and has full power and authority to enter into and to perform its obligations under this Agreement. The persons executing this Agreement on behalf of Seller have full power and authority to do so and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated by this Agreement.

(ii) Entity Action. All entity action on the part of Seller which is required for the execution, delivery and performance by Seller of this Agreement and each of the documents and agreements to be delivered by Seller at the Closing has been duly and effectively taken.

(iii) Enforceable Nature of Agreement. This Agreement and each of the documents and agreements to be delivered by Seller at the Closing, constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

(c) Representations and Warranties Relating to the Property. Seller represents and warrants to Buyer that, except as disclosed in the Due Diligence Materials:

(i) Litigation. No litigation has been served on Seller and is pending with respect to any matter affecting the Property nor, to Seller's current actual knowledge, is any proposed, threatened or anticipated with respect to the Property.

(ii) Environmental Matters. To the actual knowledge of Seller: The Property is free from hazardous substances, pollutants or contaminants and is not now in violation of any Environmental Law as herein defined. Seller has not caused or allowed the use, generation, manufacture, production, treatment, storage, release, discharge, or disposal of any hazardous substances, pollutant or contaminant on, under, or about the Property, and has not undertaken, caused or allowed the operation or conduct of any activity, including the transportation to or from the Property of any hazardous substance, pollutant or contaminant except for the past use of agricultural chemicals in connection with Seller's prior farming and/or dairy operations and the operation and maintenance of an above-ground petroleum storage tank on the Property. Seller has received no warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are or have been in violation of any Environmental Law, or informing Seller that the Property is subject to investigation or inquiry regarding the presence of hazardous substances, pollutants or contaminants on or about the Property.

As used in this Agreement: (1) "**Environmental Law**" means any federal, state or local law, statute, ordinance, or regulation pertaining to health, welfare, industrial hygiene, or environmental conditions, including, without limitation, the

Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 42 U.S.C. Sections 9601, *et seq.*, as amended; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, *et seq.*, as amended; the Toxic Substances Control Act of 1976, 15 U.S.C. Sections 2601, *et seq.*, as amended; the Clean Water Act 33 U.S.C. Section 1251, *et seq.*, as amended; the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*, as amended; and the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 *et seq.*, as amended; and (2) “**hazardous substance**,” “pollutant” and “contaminant” shall have the same meaning as those terms have in CERCLA but may also include petroleum products and any element, compound, mixture, solution, material, waste, substance, pollutant, or contaminant which may or could pose a risk of injury or threat to human health, welfare or the environment.

(iii) Seller’s Knowledge. For purposes of this Agreement, the term “**actual knowledge**” of Seller shall mean and be limited to the actual (as distinguished from an implied, imputed or constructive) knowledge of Carolyn Pendergast and Bonnie Pendergast, Managers of Seller, and without any attribution of knowledge to any such individuals of facts or information otherwise within the personal knowledge of any other persons, and without investigation or inquiry or the duty to independently investigate.

## 8.2 Buyer’s Representations.

(a) Nature of Buyer’s Representations. Each of the representations and warranties of Buyer contained in this **Section 8.2** constitutes a material part of the consideration to Seller and Seller is relying on the correctness and completeness of these representations and warranties in entering into this transaction. Each of the representations and warranties is true and accurate as of the date of execution of this Agreement by Buyer, will be true and accurate as of the Closing, and shall survive the Closing, for a period of six (6) months.

(b) Representations and Warranties as to Buyer and the Transaction. Buyer represents and warrants to Seller as follows:

(i) Organizational Status. Buyer is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Arizona, and has full power and authority to enter into and to perform its obligations under this Agreement. The persons executing this Agreement on behalf of Buyer have full power and authority to do so and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated by this Agreement.

(ii) Entity Action. All entity action on the part of Buyer and its constituents which is required for the execution, delivery and performance by Buyer of this Agreement and each of the documents and agreements to be delivered by Buyer at the Closing has been duly and effectively taken.

(iii) Enforceable Nature of Agreement. This Agreement and each of the documents and agreements to be delivered by Buyer at the Closing, constitute legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms.

8.3 Release; As Is Nature of Transaction. Except for Seller's express warranties and representations set forth elsewhere in this Agreement or in any closing documents delivered by Seller:

(a) Release & Waiver. Buyer hereby releases Seller and Seller's Related Parties from any all responsibility and liability under any Environmental Law regarding the Property and expressly waives any and all objections to, complaints about, or Claims regarding the Property and its physical characteristics and existing conditions, including, without limitation, objections to, complaints about, or Claims regarding the development potential of the Property; the condition, valuation or utility of the Property, or its suitability for any purpose whatsoever; title and survey matters with respect to the Property; and any responsibility or liability with respect to subsurface soil and water conditions, solid and hazardous waste, hazardous substance, pollutant or contaminant as herein defined under or adjacent to the Property. Buyer further assumes the risk of changes in Environmental Law relating to past, present and future environmental conditions on the Property and, except as arising from the express warranties and representations of Seller, the risk that adverse physical characteristics and conditions, including, without limitation, the presence of hazardous substances, pollutants or contaminants, may not have been revealed by its investigations.

(b) AS IS. Buyer has not relied on any warranties, promises, understandings or representations, express or implied, oral or written, of Seller or any of Seller's Related Parties, relating to the Property or any other aspect of the transactions contemplated by this Agreement and that Buyer is acquiring the Property in its present condition and state of repair, "AS IS" and "WHERE IS", with all defects and liabilities, latent or apparent. No later than expiration of the Due Diligence Period, Buyer will have inspected and investigated all aspects of the Property as Buyer deems necessary or appropriate to Buyer's complete satisfaction and will have observed the physical characteristics and existing conditions of the Property, the operations on the Property and on adjacent areas.

(c) Information Provided by Seller. Buyer acknowledges that any information of any type which Buyer has received or may receive from Seller or Seller's agents is furnished on the express condition that Buyer shall make an independent verification of the accuracy of such information, all such information being furnished without any representation or warranty whatsoever.

(d) Acknowledgments. Buyer agrees that the matters waived and released pursuant to this **Section 8.3** are not limited to matters which are known or disclosed. In this connection, Buyer acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, controversies, damages, costs, losses or expenses which are presently unknown, unanticipated and unsuspected, and Buyer further acknowledges that the waiver and release contained in

this Section has been negotiated and agreed upon in light of the foregoing. Buyer expressly waives any provision of statutory or decisional law to the effect that a general release does not extend to claims which the releasing party does not know or suspect to exist in such party's favor at the time of executing the release, which, if known by such party, would have materially affected such party's settlement with the released parties. The provisions of this **Section 8.3** shall survive the Closing.

## **ARTICLE 9 ADDITIONAL COVENANTS**

9.1 Possession; Risk of Loss. Possession of the Property shall be delivered to Buyer upon the Closing. In the case of loss or damage to the Property prior to the Closing, Buyer shall proceed with the Closing without abatement to the Purchase Price.

## **ARTICLE 10 BROKERAGE**

10.1 Brokerage. Seller and Buyer warrant that neither party has dealt with any broker in connection with this transaction other than Nate Nathan of Nathan & Associates, Inc. (the "**Broker**"). If, but only if this transaction closes, Seller agrees to pay a brokerage fee or commission arising in connection with this Agreement pursuant to a separate written agreement between Broker and Seller. If any other person shall assert a claim to a finder's fee, brokerage commission or other compensation on account of alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the party under whom the finder or broker is claiming shall indemnify, defend, and hold harmless the other party and such party's Related Parties for, from and against any and all Claims in connection with such claim or any action or proceeding brought on such claim. The provisions of this **Section 10.1** shall survive the Closing and be subject to **Section 12.14**.

## **ARTICLE 11 DEFAULTS AND REMEDIES**

11.1 Defaults by Buyer.

(a) Buyer's Default. The occurrence of any of the following will constitute a default by Buyer under this Agreement:

(i) If Buyer fails to deposit the Earnest Money Deposit required by this Agreement or, by the time set for the Closing, Buyer has failed to pay the balance of the Purchase Price into escrow, to deposit into escrow the documents and other items to be deposited by Buyer in escrow by the time set for Closing, or to perform any other obligation of Buyer to be performed by the time set for Closing (all such obligations being referred to collectively as the "**Buyer Closing Obligations**");

(ii) If Buyer makes an unauthorized assignment of this Agreement; or

(iii) If Buyer fails to observe or perform any of the other covenants or agreements contained in this Agreement or the CCP #2 Agreement to be observed or performed by Buyer.

(b) Seller's Remedies.

(i) If Buyer is in default with respect to the Buyer Closing Obligations, Seller may terminate this Agreement and the escrow, such termination to be effective immediately upon Seller giving written notice of termination to Buyer and Escrow Agent. Upon such termination, Seller shall be entitled to receive the full amount of the Earnest Money Deposit.

(ii) If Buyer is in default with respect to any of its obligations under this Agreement, other than the Buyer Closing Obligations, including any indemnity obligation, or if Seller elects not to terminate this Agreement in the event of a Buyer default with respect to the Buyer Closing Obligations, Seller shall have all rights and remedies at law or in equity in connection with such Buyer default, however, in no event shall Seller be entitled to incidental or consequential damages.

11.2 Default by Seller.

(a) Seller's Default. The occurrence of any of the following will constitute a default by Seller under this Agreement:

(i) If, by the time set for the Closing, Seller has failed to deposit into escrow the documents and other items to be deposited by Seller in escrow by the time set for Closing, or to perform any other obligation of Seller to be performed by the time set for Closing (all such obligations being referred to collectively as the "**Seller Closing Obligations**"); or

(ii) If Seller fails to observe or perform any of the other covenants or agreements contained in this Agreement or the CCP #2 Agreement to be observed or performed by Seller.

(b) Buyer's Remedies.

(i) If Seller is in default with respect to the Seller Closing Obligations, Buyer may, by written notice to Seller and Escrow Agent, (i) terminate this Agreement effective as of the date Buyer gives the notice to Seller and Escrow Agent electing to exercise such termination right and receive the full amount of the Earnest Money Deposit, and (ii) pursue condemnation of the Property in the Superior Court of the State of Arizona in and for the County of Maricopa; provided that, if prior to such condemnation notice being given, Seller otherwise cures the default, Buyer and Seller shall proceed to close the transaction within five (5) days following such cure.

(ii) If Seller is in default with respect to any of its obligations under this Agreement, other than the Seller Closing Obligations, including any indemnity obligation, Buyer shall have all rights and remedies at law or in equity in connection with such Seller default, however, in no event shall Buyer be entitled to incidental or consequential damages.

## **ARTICLE 12 GENERAL PROVISIONS**

12.1 Certain Definitions. As used in this Agreement, certain capitalized terms are defined as follows:

(a) “**Business Day**” means any calendar day except a Saturday, Sunday or day when government offices of the State of Arizona or Maricopa County or the offices of Escrow Agent are closed for business.

(b) “**Claims**” means any and all obligations, debts, covenants, conditions, representations, costs, and liabilities and any and all demands, causes of action, and claims, of every type, kind, nature or character, direct or indirect, known or unknown, absolute or contingent, determined or speculative, at law, in equity or otherwise, including attorneys’ fees and litigation and court costs.

(c) “**Related Parties**” means, with respect to any person or entity, the officers, directors, shareholders, partners, members, employees, agents, attorneys, successors, personal representatives, heirs, executors, or assigns of any such person or entity.

12.2 Assignment. Buyer shall not assign or otherwise transfer any of its rights under this Agreement under any circumstance without the prior written consent of Seller which may be given or withheld in Seller’s sole discretion. Any such assignment or transfer without Seller’s consent shall be absolutely null and void and shall constitute a default by Buyer under this Agreement.

12.3 Binding Effect. Except as limited by the provisions of **Section 12.2**, the provisions of this Agreement are binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

12.4 Attorneys’ Fees. If either party brings any action or proceeding arising out of or in connection with this Agreement, the prevailing party shall be entitled to collect its reasonable attorneys’ fees and its court costs, including, but not limited to, attorneys’ fees on appeal and attorneys’ fees incurred in any post-judgment proceedings to collect or enforce the judgment. The provisions of this **Section 12.4** shall survive the Closing and be subject to **Section 12.14**.

12.5 Waivers. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver. Either party may waive any provision of



this Agreement intended for its benefit; *provided, however*, such waiver shall in no way excuse the other party from the performance of any of its other obligations under this Agreement.

12.6 Notices. All notices shall be in writing and shall be made by hand delivery, express delivery service, freight prepaid, or by certified mail, postage prepaid, return receipt requested. Notices will be delivered or addressed to Seller and Buyer and their respective attorneys at the addresses or e-mail addresses set forth on the first page of this Agreement or at such other address or number as a party may designate to the other party in writing. Any such notice shall be deemed to be given and received and shall be effective (a) on the date on which the notice is delivered, if notice is given by hand delivery; (b) on the date of actual receipt, if the notice is sent by express delivery service; and (c) on the date on which it is received or rejected as reflected by a receipt if given by United States mail, addressed and sent as aforesaid.

12.7 Further Documentation. Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

12.8 Counterparts. This Agreement may be executed in counterparts (and by different parties to this Agreement in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by electronic means or by telecopy to the other party shall be effective as delivery of a manually executed counterpart of this Agreement.

12.9 Survival. The following obligations of the parties will survive the Closing or termination of this Agreement, whether contained in this Agreement or in any agreement, instrument, or other document given by a party in connection with the transactions contemplated by this Agreement:

- (a) Indemnification Obligations. All indemnity obligations of the parties;
- (b) Warranties. Any and all warranties or representations of the parties; and
- (c) Other Obligations. Any other obligation with respect to which it is expressly provided that it will survive the Closing or termination of this Agreement or which by its terms requires performance by the party after the Closing.

12.10 Construction. Unless the context of this Agreement clearly requires otherwise or unless otherwise expressly stated in this Agreement, this Agreement shall be construed in accordance with the following:

- (a) Use of Certain Words. References to the plural include the singular and to the singular include the plural and references to any gender include any other gender. The part includes the whole; the terms “include” and “including” are not limiting; and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

(b) References. References in this Agreement to “Articles,” “Sections,” or Exhibits are to the Articles and Sections of this Agreement and the Exhibits to this Agreement. Any reference to this Agreement includes any and all amendments, extensions, modifications, renewals, or supplements to this Agreement. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

(c) Construing the Agreement. All parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any party to this Agreement based upon authorship or any other factor but shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties to this Agreement.

(d) Partial Invalidity. If any portion of this Agreement is determined to be unconstitutional, unenforceable or invalid, such portion of this Agreement shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute the entire Agreement.

(e) Governing Law. This Agreement shall be construed according to the laws of the State of Arizona, without giving effect to its conflict of laws principles.

(f) Time of Essence; Time Periods. Time is of the essence of this Agreement. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at five o’clock p.m. (local Phoenix time) on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a day other than a Business Day, the time for performance or taking such action shall be extended to the next succeeding Business Day.

(g) Entire Agreement. This Agreement, which includes **Exhibits A and B** constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by Buyer and Seller.

12.11 Termination of the CCP #2 Agreement. Notwithstanding any provision of this Agreement to the contrary, if the CCP #2 Agreement is terminated by either Seller or Buyer for any reason, this Agreement will automatically be terminated as of the effective date of the termination of the CCP #2 Agreement.

12.12 Tax Deferred Exchange. If Seller desires to effectuate a tax-deferred exchange under Section 1031 or Section 1033 of the Code, Buyer agrees to fully cooperate in the structure and documentation of the transaction in order to facilitate such exchange at no cost or other liability to Buyer and with no obligation to acquire title to any property other than the Property;

provided, however, there shall be no resulting delay in the Closing. The provisions of this **Section 12.12** will survive the Closing.

12.13 Cancellation. Notice is hereby given that the provisions of Ariz. Rev. Stat. § 38-511 are applicable to this Agreement and are hereby incorporated herein as though set forth in its entirety.

12.14 Budget Law. This Agreement is subject in all respects to the provisions of Ariz. Const. Art. IX § 5, Ariz. Rev. Stat. 42-17106, and applicable Arizona common law.

12.15 Disclosure. Notwithstanding anything to the contrary contained in this Agreement, either party may disclose this Agreement to any board, official, officer, party or person as such party or its counsel may determine is necessary, including entry into any public record and disclosure at any public meeting or hearing.

[SIGNATURES ON FOLLOWING PAGE]

**EXECUTED** as of the date written on the first page of this Agreement.

**SELLER:**

CCP INVESTMENTS #3, LLC,  
an Arizona limited liability company

By: \_\_\_\_\_  
Name: Bonnie Pendergast  
Its: General Manager

By: \_\_\_\_\_  
Name: Carolyn Pendergast  
Its: General Manager

**BUYER:**

CITY OF GLENDALE, ARIZONA,  
an Arizona municipal corporation

ATTEST:

\_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
Its: CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
GLENDALE CITY ATTORNEY

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

**EXHIBIT B**  
**FORM OF SPECIAL WARRANTY DEED**

When recorded, return to:  
THE CITY OF GLENDALE, ARIZONA,  
5850 West Glendale Avenue  
Glendale, Arizona 85301  
Attention: City Clerk

**SPECIAL WARRANTY DEED**  
**AND**  
**QUITCLAIM DEED**

For the consideration of Ten Dollars (\$10.00) and other valuable considerations, CCP INVESTMENTS #3, LLC, an Arizona limited liability company (“Grantor”), hereby conveys to THE CITY OF GLENDALE, ARIZONA, an Arizona municipal corporation (“Grantee”), the following real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto:

See Exhibit A attached hereto and incorporated herein by this reference (the “Property”).

EXCEPT, excluding water, water rights, applications for water rights and claims to or interests in water or applications for the same, which are appurtenant or in any way derived from the Property.

SUBJECT to all taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, and all matters which an accurate survey of the Property or a physical inspection of the Property would disclose.

And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters above set forth.

FURTHERMORE, Grantor hereby quitclaims to Grantee, without covenant or warranty of any kind whatsoever, any rights or claims to title to water, applications for water rights, and claims to or interests in water rights which are appurtenant or in any way applicable to or derived from the Property whether surface, underground, wells, springs, percolating, flood, vested, contingent, recorded, certificated, appropriated or otherwise.

DATED this \_\_\_\_ of \_\_\_\_\_, 2015.

**GRANTOR:**

CCP INVESTMENTS #3, LLC,  
an Arizona limited liability company

By: \_\_\_\_\_  
Name: Bonnie Pendergast  
Its: General Manager

By: \_\_\_\_\_  
Name: Carolyn Pendergast  
Its: General Manager

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Bonnie Pendergast, General Manager of CCP Investments #3, an Arizona limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Carolyn Pendergast, General Manager of CCP Investments #3, an Arizona limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**EXHIBIT A**

LEGAL DESCRIPTION OF THE PROPERTY

*[to be inserted]*





## Legislation Description

---

**File #: 15-699, Version: 1**

---

**AUTHORIZATION AND DIRECTION FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT THE SOUTHWEST CORNER OF MARYLAND AVENUE AND 91<sup>ST</sup> AVENUE IN GLENDALE, ARIZONA**

Staff Contact: Michael D. Bailey, City Attorney

**Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to execute all documents necessary to authorize the purchase of real property located at the southwest corner of Maryland Avenue and 91<sup>st</sup> Avenue in Glendale, Arizona in the amount of \$6,812,106.00. This is also a request for authorization to exceed appropriation within the identified construction funds until the 4<sup>th</sup> quarter of the fiscal year, at which time a budget appropriation transfer will be brought forward for Council consideration consistent with the City Charter and consistent with the Cash and Budget Appropriation Transfers Policy adopted by Council on December 10, 2013.

**Previous Related Council Action**

On September 15, 2015, City Council provided direction for the City Manager and City Attorney to take all necessary actions to acquire real property pursuant to Council priorities, within the limitations of funding sources.

**Budget and Financial Impacts**

The purchase of real property at the southwest corner of Maryland Avenue and 91<sup>st</sup> Avenue ("CCP #2") is contingent with the purchase of the real property at the southwest corner of Bethany Home Road and 91<sup>st</sup> Avenue ("CCP #3") located in Glendale, Arizona. The purchase price of the two properties separately are \$6,812,106.00 (CCP #2) and \$15,526,542.00 (CCP #3) with a sum total purchase price of \$22,338,648.00. The City of Glendale will be required to pay CCP Investments #2, LLC and CCP Investments #3, LLC, \$250,000.00 within one (1) day of execution of the agreements and the remaining \$22,088,648.00 at closing. These costs will be recorded in the Streets Construction Fund (Fund 1980) and the Economic Development Construction Fund (Fund 2100).

City Charter limits transfers between funds to the 4th quarter of a fiscal year. As budget appropriation for the transaction is not currently in the identified funds, staff is requesting approval to exceed appropriation within the identified funds to record the expenditures. A budget appropriation transfer request will then be brought forward for Council consideration in the 4th quarter of the fiscal year. This is consistent with the Cash and Budget Appropriation Transfers Policy adopted by Council on December 10, 2013.

It is anticipated this transaction, and subsequent eligible improvements, will be funded through the issuance of General Obligation (G.O.) bonds. As the issuance of the G.O. bonds, anticipated in early 2016, is

subsequent to the close of the transaction, the G.O. bond proceeds will reimburse the City for this land purchase.

Capital Expense? Yes

Budgeted? No

Requesting Budget or Appropriation Transfer? Yes

If yes, where will the transfer be taken from?

Construction funds will be identified in the 4th quarter of the fiscal year, at which time a budget appropriation transfer will be brought forward for Council consideration.

RESOLUTION NO. 5033 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ACQUISITION OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF MARYLAND AVENUE AND 91<sup>ST</sup> AVENUE IN GLENDALE, ARIZONA; AND DIRECTING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO EFFECTUATE SAID PURCHASE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed necessary and essential for the City of Glendale to acquire fee title to the following property described below:

CCP #2 Property located at the southwest corner of Maryland Avenue and 91<sup>st</sup> Avenue consisting of approximately 981,407 square feet or 22.53 acres of property for \$6,812,106.00.

SECTION 2. That the City Manager and the City Clerk be authorized and directed to execute and deliver any and all documents necessary to acquire said real property on behalf of the City of Glendale.

SECTION 3. That the duly authorized disbursing officers of the City of Glendale be authorized and directed to pay all sums necessary to acquire said real property in accordance with such Purchase Agreement and escrow instructions, as well as all recording fees and other costs necessary for the acquisition of said real property.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager  
r\_legal\_acquisition maryland.doc

## SUBSTANTIAL FINAL FORM

### Purchase Agreement Modifications for CCP #2 Property

*The following provisions will be modified as follows:*

**PROPERTY:** Fee title to the real property described on **Exhibit A** generally located at the southwest corner of Maryland Avenue and 91st Avenue in Glendale, Arizona, including all improvements located on such real property, if any, and all rights and privileges appurtenant to the real property, all of which are agreed to be and constitute a part of the real property (the “**Property**”).

1.1 Agreement. In consideration of the mutual promises and covenants set forth in this Agreement, Seller agrees to sell and Buyer agrees to buy the Property on the terms and conditions set forth in this Agreement. Simultaneously with the execution of this Agreement, Buyer has entered into that certain Purchase Agreement of even date herewith by and between Buyer and CCP INVESTMENTS #3, LLC, an Arizona limited liability company, as seller thereunder (as may be amended pursuant to the terms thereof, the “**CCP #3 Agreement**”) pertaining to that certain other real property and improvements more particularly described in the CCP #3 Agreement (the “**CCP #3 Property**”). Buyer and Seller established Escrow No. 22002164 with Escrow Agent pursuant to the CCP #3 Agreement (“**Escrow No. 22002164**”). Buyer intends and agrees to purchase both the Property and the CCP #3 Property, subject to the terms and conditions of this Agreement and the CCP #3 Agreement and to close Escrow No. 2200264 simultaneously with closing the escrow established pursuant to this Agreement. The parties acknowledge that the purchase and sale of the Property and the CCP #3 Property as contemplated by this Agreement and the CCP #2 Agreement is being made under threat or imminence of condemnation.

2.1 Purchase Price. The total purchase price for the Property is \$6,812,106.00 (the “**Purchase Price**”).

5.1

(c) Contingent Property Closing. The conditions to closing Escrow No. 22002164 with respect to the CCP #3 Property shall be satisfied pursuant to the terms of the CCP #3 Agreement and the closing Escrow No. 22002164 and conveyance of the CCP #3 Property to Buyer shall occur simultaneously with the transaction contemplated by this Agreement, unless such closing has not occurred due to a Buyer default under the CCP #3 Agreement.

5.2

(a) Contingent Property Closing. The conditions to closing with respect to the CCP #3 Property shall be satisfied pursuant to the terms of the CCP #3 Agreement and the closing on the CCP #3 Property shall occur simultaneously with the transaction contemplated by this Agreement, unless such closing has not occurred due to a Seller default under the CCP #3 Agreement.

9.1 Possession; Risk of Loss. Possession of the Property shall be delivered to Buyer upon the Closing subject to and upon the expiration of the Post-Closing Removal Period set forth in **Section 7.2**. In the case of loss or damage to the Property prior to the Closing, Buyer shall proceed with the Closing without abatement to the Purchase Price.

11.1

(a)

(iii) If Buyer fails to observe or perform any of the other covenants or agreements contained in this Agreement or the CCP #3 Agreement to be observed or performed by Buyer.

11.2

(a)

(ii) If Seller fails to observe or perform any of the other covenants or agreements contained in this Agreement or the CCP #3 Agreement to be observed or performed by Seller.

12.12 Termination of the CCP #3 Agreement. Notwithstanding any provision of this Agreement to the contrary, if the CCP #3 Agreement is terminated by either Seller or Buyer for any reason, this Agreement will automatically be terminated as of the effective date of the termination of the CCP #3 Agreement.

*The following provisions will be added to the Purchase Agreement:*

7.2 Removal of Seller's Personal Property. Buyer shall grant Seller a period of time commencing on the Closing and ending on the earlier of: (a) the date on which Seller delivers written notice to Buyer stating that all Tangible Personal Property (as defined below) of Buyer has been removed from the Property, or (b) January 8, 2016 (the "**Post-Closing Removal Period**"), in order to allow Seller time to remove from the Property all crops, furniture and other furnishings, maintenance and farming equipment and tools, all vehicles, and all other machinery, equipment, fixtures, materials, supplies, replacement parts and tangible personal property of every kind and character owned or leased by Seller, and located in or on, or used or useful in connection with, the Property (collectively, the "**Tangible Personal Property**"). Notwithstanding anything in this Agreement to the contrary, in no event shall Seller be obligated to deliver possession of the Property to Buyer prior to the expiration of the Post-Closing Removal Period. During the Post-Closing Removal Period, Seller shall maintain reasonable and customary insurance coverage with respect to the Property. Seller further agrees to indemnify, defend, and hold harmless Buyer and its Related Parties for, from, and against any and all Claims arising out of Buyer's exercise of the rights granted by this **Section 7.2**. [SEE THE LANGUAGE BELOW]

7.3 Family Recognition of CCP #2 Property. Buyer, on behalf of itself and its successors and assigns, agrees to ensure that the “Pendergast” family name receives recognition on and with respect to the CCP #2 Property as follows (the “**Recognition Obligation**”): a sign will be posted on the property to recognize the family as long as the Property is used for municipal purposes, with the text and specifications for the sign to be mutually approved by Buyer and Seller prior to expiration of the Due Diligence Period, and any parking lot maintained on the Property will be designated “Parking Lot P.” **[NTD- discuss and reach mutual approval.]**

The following concepts need to be added to Section 7.2 with respect to Seller’s obligations during the Post- Closing Removal Period:

(a) Seller agrees to keep all improvements to the Property in good condition and repair. Upon the expiration of Seller's right to occupy the Property, Seller shall return the Property, and all improvements thereon, to Buyer in the same condition and repair as they existed at the date of Closing; provided, however, that Seller may alter or demolish and remove the existing improvements on the Property so long as any demolished improvements shall be removed entirely and the site restored to grade and any alterations to the improvements shall comply with all government laws and regulations and shall not result in any liens against the Property. Seller may not make additional improvements to the Property.

(b) Seller agrees to pay any and all utility charges incurred in connection with the Property during the term of the time Seller occupies the Property after Closing, including but not limited to all charges associated with electric, water, sewer, garbage collection and telephone.

(c) Seller shall maintain the Property in a neat, clean, weed-free, litter-free and reasonable condition at all times.

(d) Seller acknowledges that it is occupying the Property "**AS-IS**", and that Buyer has made no representation or warranty of any kind as to the condition of the Property or its fitness for Seller's intended use.

(e) Seller agrees that the Property shall only be used for farming purposes and for Seller's other normal and customary operations. Seller shall comply with any and all applicable federal, state and local laws, ordinances, rules, regulations and orders (collectively "Laws") with respect to its use and occupancy of the Property, including but not limited to Environmental Law. Seller agrees that it will not, nor will it allow or acquiesce any third party to, keep, store, use or dispose of, any substance regulated pursuant to any Environmental Law on, under or around the Property in violation of any applicable Environmental Law.

(f) Seller agrees to indemnify, protect, defend and hold Buyer and Buyer's officers, directors, council members, employees and agents harmless from and against any and all Claims, whether now known or unknown, fixed or contingent, liquidated or unliquidated, arising out of or in any way connected to (i) Seller and Seller's officers, directors, agents, servants, employees, customers, visitors, licensees, and invitees use and occupancy of the

Property or (ii) any accident or other occurrence causing or alleged to have caused injury or death to persons or damage to property by reason of condition, maintenance or construction of the Property or any improvement to the Property; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is caused by any grossly negligent acts or omissions or willful misconduct of the indemnitees.

(g) Seller agrees to indemnify, protect, defend and hold Buyer and Buyer's officers, directors, council members, employees and agents harmless from and against any and all Claims, whether now known or unknown, fixed or contingent, liquidated or unliquidated, arising out of or in any way connected to any violation or alleged violation of any Environmental Law occurring during the Post Closing Removal Period.

(h) Seller forever releases, acquits, and discharges Buyer, Buyer's officers, directors, council members, employees and agents from any and all claims, damages, liabilities, judgments, costs, expenses, loss of income, losses due to business interruption, loss of services, actions and losses of actions, whether now known or unknown, fixed or contingent, liquidated or unliquidated, arising out of, alleged to arise out of or in any way connected with the condition of the Property or the use of the Property.

(i) Seller shall, at its sole cost and expense, obtain and maintain in full force and effect throughout its occupancy of the Property, the following non-contributing primary insurance policy, which shall name Buyer as an additional insured:

Commercial general liability insurance coverage against any liability to the public arising out of the use or occupancy of the Property with limits of not less than \$500,000.00 per occurrence and not less than \$1,000,000.00 annual aggregate, covering bodily injury and property damage liability.

(j) If for any reason the Seller shall remain in possession of the Property beyond the Post-Closing Removal Period, Seller shall be deemed a tenant at sufferance, shall be subject to immediate eviction and removal by Buyer and Buyer shall be entitled to pursue all remedies at law or in equity with respect to Seller's holdover on the Property. Buyer and Seller acknowledge and agree that Buyer will be severely damaged by any holdover by Seller beyond the Post-Closing Removal Period and that the amount of such damages would be difficult to quantify. Buyer and Seller acknowledge and agree that in the event of such a holdover, Seller shall pay to Buyer liquidated damages in an amount equal to \$2,000.00 per day for each day that Seller remains in possession of the Property beyond the Post-Closing Removal Period which Buyer and Seller agree is a reasonable approximation of damages which will be suffered by Buyer as a result of such holdover.

(k) Prior to the Post-Closing Removal Period, Seller shall vacate the improvements on the Property and remove all of its personal property therefrom and shall terminate any existing rights of occupancy or possession affecting the Property. Seller shall be responsible for all fees and costs of such vacation and removal. Any property of Seller left on or about the Property following the Post-Closing Removal Period shall be conclusively presumed to

have been abandoned by Seller and may be disposed of in any manner by Buyer in Buyer's sole discretion.

(1) This Section \_\_\_ shall survive the Closing and the expiration of Seller's right to occupy the Property hereunder.



**SUBSTANTIAL FINAL FORM**

**PURCHASE AGREEMENT**

**DATE:** October \_\_\_\_, 2015

**SELLER:** CCP INVESTMENTS #3, LLC,  
an Arizona limited liability company (the "Seller")  
Address: 6252 N. 91st Avenue  
Glendale, Arizona 85305  
Attention: Bonnie Pendergast and Carolyn Pendergast  
Telephone: (623) 824-2811 and (602) 882-7123  
E-mail: [pendergastb7@aol.com](mailto:pendergastb7@aol.com) and [cpender4@cox.net](mailto:cpender4@cox.net)

**SELLER'S  
ATTORNEY:** SNELL & WILMER L.L.P.  
Address: One Arizona Center  
Phoenix, Arizona 85004-2202  
Attention: Joyce Kline Wright, Esq.  
Telephone: (602) 382-6249  
E-mail: [jkwright@swlaw.com](mailto:jkwright@swlaw.com)

**BUYER:** THE CITY OF GLENDALE, ARIZONA,  
an Arizona municipal corporation (the "Buyer")  
Address: 5850 West Glendale Avenue  
Glendale, Arizona 85301  
Attention: Michael Bailey, City Attorney  
Telephone: (623) 930-2930  
E-mail: [mbailey@glendaleaz.com](mailto:m Bailey@glendaleaz.com)

**BUYER'S  
ATTORNEY:** GUST ROSENFELD PLC  
Address: One East Washington, Suite 1600  
Phoenix, Arizona 85004-2553  
Attention: Raul Abad  
Telephone: (602) 257-7452  
E-mail: [rabad@gustlaw.com](mailto:rabad@gustlaw.com)

**ESCROW  
AGENT:** FIDELITY NATIONAL TITLE INSURANCE COMPANY  
Address: 7025 N. Scottsdale Road, Suite # 102  
Scottsdale, Arizona 85253  
Telephone: (480) 515-2331  
Escrow Officer: Lisa Boyle, Vice President – Branch Manager

E-mail: [lisa.boyle@fnf.com](mailto:lisa.boyle@fnf.com)  
Escrow No.: 22002164

**PROPERTY:** Fee title to the real property described on **Exhibit A**, generally located at the southwest corner of Bethany Home Road and 91st Avenue in Glendale, Arizona, including all improvements located on such real property, if any, and all rights and privileges appurtenant to the real property, all of which are agreed to be and constitute a part of the real property (the "**Property**").

## **ARTICLE 1 AGREEMENT OF THE PARTIES**

1.1 Agreement. In consideration of the mutual promises and covenants set forth in this Purchase Agreement (this "Agreement"), Seller agrees to sell and Buyer agrees to buy the Property on the terms and conditions set forth in this Agreement. Simultaneously with the execution of this Agreement, Buyer has entered into that certain Purchase Agreement of even date herewith by and among Buyer and CCP INVESTMENTS #2, LLC, an Arizona limited liability company and Alice R. Pendergast, Carolyn Pendergast and Bonnie Pendergast, as Trustees under The Pendergast Trust, under Agreement dated June 11, 2004, collectively, as seller thereunder (as may be amended pursuant to the terms thereof, the "**CCP #2 Agreement**") pertaining to that certain other real property and improvements more particularly described in the CCP #2 Agreement (the "**CCP #2 Property**"). Buyer and Seller established Escrow No. 22002142 with Escrow Agent pursuant to the CCP #2 Agreement ("**Escrow No. 22002142**"). Buyer intends and agrees to purchase both the Property and the CCP #2 Property, subject to the terms and conditions of this Agreement and the CCP #2 Agreement and to close Escrow No. 2200242 simultaneously with closing the escrow established pursuant to this Agreement.

1.2 Effectiveness of Agreement; Opening Date. This Agreement shall be effective when both Buyer and Seller have executed this Agreement. Within one (1) Business Day following the date of execution of this Agreement by both Buyer and Seller, and deposit of their respective executed counterparts of this Agreement with Escrow Agent, Buyer shall deposit the Earnest Money Deposit as defined and required by **Section 2.2(a)** in escrow. The "**Opening Date**" shall be the date on which Escrow Agent has received the fully executed counterparts of this Agreement and the Earnest Money Deposit. Promptly upon receipt of those items, Escrow Agent shall notify Buyer and Seller in writing of the Opening Date.

## **ARTICLE 2 PURCHASE PRICE AND PAYMENT TERMS**

2.1 Purchase Price. The total purchase price for the Property is \$15,526,542.00 (the "**Purchase Price**").

2.2 Payment. The Purchase Price shall be paid by Buyer as follows:

(a) Earnest Money. Within one (1) Business Day following the date of execution of this Agreement by both Buyer and Seller, Buyer agrees to deposit in escrow the sum of \$250,000.00 as an earnest money deposit ("**Earnest Money Deposit**"). An

amount equal to \$50,000.00 of the Earnest Money Deposit shall be deemed non-refundable to Buyer, but applicable to the Purchase Price, immediately upon deposit in escrow by Buyer (“**Non-Refundable Earnest Money**”), and in the event this Agreement is terminated for any reason whatsoever other than due to Seller’s default as provided in **Section 11.2**, the Non-Refundable Earnest Money shall be immediately released to Seller in recognition of and as compensation to Seller for its expenses related to the transaction contemplated by this Agreement. The remaining portion of the Earnest Money Deposit, excluding the Non-Refundable Deposit, shall be subject to the terms of this Agreement.

(b) Cash Payment at Closing. On or before the Closing, Buyer agrees to deposit in escrow the balance of the Purchase Price.

(c) Manner of Payment. All payments that Buyer is required to make under this **Article 2** shall be made by cashier’s check payable to Escrow Agent or by wire transfer of ready funds to the account of Escrow Agent. Escrow Agent is instructed to deposit all such payments in a federally-insured money market or other similar account, subject to immediate withdrawal, at a bank or savings and loan institution located in Phoenix, Arizona.

### 2.3 Earnest Money Provisions.

(a) Interest. Interest earned on the Earnest Money Deposit shall be retained in the escrow until the Closing, at which time such interest shall be credited to the Purchase Price; *provided, however*, that if this Agreement is terminated, the interest shall be paid to the party entitled to receive the Earnest Money Deposit.

(b) Disposition of Earnest Money Deposit.

(i) If the escrow closes, the Earnest Money Deposit in escrow, together with any interest earned on the Earnest Money Deposit shall be credited against the Purchase Price.

(ii) If the Agreement is terminated and pursuant to the terms of this Agreement Seller becomes entitled to receive and retain all or a portion of the Earnest Money Deposit, Escrow Agent shall immediately pay to Seller the entire Earnest Money Deposit or the Non-Refundable Deposit, as applicable, together with any interest earned on the portion of the Earnest Money Deposit released to Seller.

(iii) If the Agreement is terminated and pursuant to the terms of this Agreement, Buyer becomes entitled to a return of all or a portion of the Earnest Money Deposit, Escrow Agent shall immediately refund to Buyer such amount, together with any interest earned on such amount.

2.4 Disbursements. At Closing, all amounts paid by Buyer on account of the Purchase Price, less any closing costs and brokerage commissions payable by Seller, shall be disbursed to Seller.

### **ARTICLE 3 ESCROW**

3.1 Establishment of Escrow; Escrow Instructions. Immediately upon execution of this Agreement by both parties, Seller will deliver a fully executed copy of this Agreement to Escrow Agent. An escrow for this transaction shall be established with Escrow Agent, and Escrow Agent is engaged to administer the escrow. This Agreement constitutes escrow instructions to Escrow Agent. Should Escrow Agent require the execution of its standard form printed escrow instructions, Buyer and Seller agree to execute same; however, such instructions shall be construed as applying only to Escrow Agent's engagement, and if there are conflicts between the terms of this Agreement and the terms of the printed escrow instructions, the terms of this Agreement shall control.

3.2 Acceptance; Escrow Agent Not a Party. By accepting this escrow, Escrow Agent agrees be bound by the terms of this Agreement as they relate to the duties of Escrow Agent. However, such agreement does not constitute Escrow Agent as a party to this Agreement and no consent or approval from Escrow Agent shall be required to amend, extend, supplement, terminate or otherwise modify this Agreement except to the extent any such action increases the duties of Escrow Agent or exposes Escrow Agent to increased liability, in which such action shall not be binding on Escrow Agent unless Escrow Agent has consented to the same in writing.

3.3 Termination Charges. If the escrow fails to close because of Seller's default, Seller shall be liable for all customary escrow termination charges. If the escrow fails to close because of Buyer's default, Buyer shall be liable for all customary escrow termination charges. If the escrow fails to close for any other reason, Seller and Buyer shall each be liable for one-half of all customary escrow termination charges.

3.4 IRS Reporting. Escrow Agent agrees to be the designated "reporting person" under §6045(e) of the U.S. Internal Revenue Code of 1986 as amended (the "**Code**") with respect to the real estate transaction described in this Agreement and to prepare, file and deliver such information, returns and statements as the U.S. Treasury Department may require by regulations or forms in connection with such requirements, including Form 1099-B.

3.5 Insured Closing Letter. If Escrow Agent does not issue its own title insurance policies, but acts as an agent for an underwriter, as a condition to Escrow Agent acting as such, Escrow Agent shall cause its underwriter to issue to the parties a closing protection letter or insured closing service in written form satisfactory to Seller and Buyer, within five (5) days following the Opening Date.

### **ARTICLE 4 INFORMATION TO BE PROVIDED TO BUYER**

4.1 Information and Other Items to Be Provided to Buyer. Within the time periods set forth below, Seller or Escrow Agent, as the case may be, will provide Buyer with the following (the "**Due Diligence Materials**"):

(a) Title Report. Buyer hereby acknowledges receipt of the Commitment for Title Insurance No. 22002164-022-LB1 dated September 18, 2015 issued by Escrow

Agent (the “**Title Report**”) which shows the status of title to the Property as of the date of the Title Report and is accompanied by legible copies of all documents referred to in the Title Report.

(b) Existing Information. Within one (1) Business Day following the Opening Date, Seller will provide Buyer with currently relevant documentation and information relating to the Property to the extent in Seller’s possession, custody or control (the “**Property Materials**”); provided, however, that Seller shall have no obligation to provide any zoning and entitlement documents currently on file with the City of Glendale (the “**City**”) or any documents which would be disclosed in the Title Report or would otherwise be reflected in the public records. The Property Materials to be delivered by Seller include the following:

(i) a copy of the Amended and Restated Farm Lease between Seller and C.C. Pendergast & Co. L.L.C., as Lessee, relating to the Property (the “**Lease**”), along with land use application and abstract documentation related to the Lease;

(ii) a copy of the most recent survey of a portion of or all of the Property;

(iii) a copy of the Certificate of Grandfathered Groundwater Right with respect to the Property, along with the most recent water usage reports filed with the Arizona Department of Water Resources; and

(iv) a copy of the most recent Report of Farm Commodities filed with the United States Department of Agriculture Farm Service Agency.

(v) any environmental reports, data or analyses prepared, commissioned or received by Seller related to the conditions of the Property.

4.2 Survey. Prior to expiration of the Due Diligence Period, Buyer, at its sole cost and expense, shall obtain a current ALTA survey of the Property sufficient for issuance of the Title Policy described in **Section 6.5** (the “**Survey**”). The Survey shall be certified to Buyer, Seller and Escrow Agent. Buyer shall promptly provide Seller and Escrow Agent with a copy of the Survey after its receipt by Buyer.

4.3 Right to Enter and Inspect the Property. During the period from the date of execution of this Agreement by Buyer and Seller until the earlier of the Closing or termination of this Agreement, and subject to the provisions of this **Section 4.3**, Seller grants Buyer the non-exclusive right and license for Buyer’s duly authorized employees, agents, consultants and independent contractors (collectively, “**Representatives**”) to enter upon the Property for the purposes conducting tests, inspections, studies, surveys and other investigations relating to the Property, including, but not limited to environmental site assessments, civil engineering, geotechnical studies, preliminary soils investigations, sampling activities and surveys. However, Buyer may not enter the Property without giving Seller’s manager, Bonnie Pendergast, advance written notice by telephone or e-mail of at least one (1) Business Day prior to any entry of the nature/purpose of the entry, the identity of the Representative(s) and the general time periods

during which such Representative(s) will be on the Property. Seller shall have the right to have a representative present for all such activities, and Buyer, in making such entry and conducting such tests, studies, and analyses, shall not interfere with the use of the Property by Seller or damage the Property. Buyer agrees to repair any damage arising directly from such entry or the performance of any tests, studies and analyses by Buyer's Representatives and further agrees to indemnify, defend, and hold harmless Seller and its Related Parties (the "**Indemnitees**") for, from, and against any and all Claims arising out of Buyer's exercise of the rights granted by this **Section 4.3**, including, without limitation, any Claims relating to mechanics' or materialmen's liens; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is caused by any unlawful existing conditions of the Property or any grossly negligent acts or omissions or willful misconduct of the Indemnitees. Buyer agrees, at its expense, to promptly refill holes dug and otherwise to repair any damage to the Property as a result of its activities pursuant to this **Section 4.3**. The provisions of this **Section 4.3** shall survive the termination of this Agreement and be subject to **Section 12.14**.

## **ARTICLE 5 CONDITIONS TO CLOSING**

5.1 Conditions to Buyer's Obligation to Close. Buyer's obligations to close this transaction are subject to the satisfaction of the following conditions on and as of the Closing, unless an earlier date is specified:

(a) Title & Survey Review. Buyer is satisfied with the status of title to the Property as disclosed by the Title Report and the Survey, if any. In that regard:

(i) Buyer shall have until November 3, 2015 (the "**Review Period**") in which to review and to give Seller and Escrow Agent written notice of any title exception or matter which is unacceptable to Buyer, in Buyer's reasonable judgment (each such matter or exception, a "**Disapproved Matter**"). If Buyer does not object to an exception to title as disclosed by the Title Report or Survey within the Review Period, such matter or exception shall be deemed to have been approved by Buyer.

(ii) If Buyer gives timely notice of any Disapproved Matters, Seller may elect, by delivering written notice of such election ("**Seller's Response**") to Buyer and Escrow Agent within five (5) days following Seller's receipt of notice of such Disapproved Matters, to eliminate the Disapproved Matters or to obtain title insurance endorsements satisfactory to Buyer against such Disapproved Matters, it being understood and agreed, however, that Seller shall have no duty whatsoever to eliminate or secure a title endorsement against any such Disapproved Matters.

(iii) If Seller fails to deliver Seller's Response within the time period set forth above, or if Seller elects or is deemed to have elected not to eliminate all of the Disapproved Matters or obtain title insurance endorsements against such Disapproved Matters, then Buyer must elect, on or before the expiration of the Due Diligence Period, as Buyer's sole and exclusive remedy, to either (A)

terminate this Agreement by delivering written notice of such election to Seller and Escrow Agent and upon such termination Buyer shall receive the return of the Earnest Money Deposit less the Non-Refundable Deposit, or (B) waive its objections to the Disapproved Matters and proceed to close with such Disapproved Matters thus being conclusively deemed to have been approved by Buyer. In the event that Buyer fails to make such election by the end of the Due Diligence Period, then Buyer shall be deemed to have elected to waive its objections to the Disapproved Matters in accordance with the preceding clause (B).

(iv) Notwithstanding anything in this Agreement to the contrary, title to the Property shall be delivered to Buyer at the Closing free and clear of all monetary liens and encumbrances voluntarily placed on the Property by Seller or Seller's predecessors-in-title and such monetary liens and encumbrances shall be released from the Property by Seller at Seller's sole expense on or before the Closing. All such liens and encumbrances are disapproved for the purposes of this **Section 5.1(a)**, and Buyer need not give any further notice of disapproval as to those items.

(v) The matters shown in the Title Report (other than standard printed exceptions and exclusions that will be included in the Title Policy) that are approved or deemed approved by Buyer in accordance with this **Section 5.1(a)** and any other matters approved by Buyer in writing, are referred to in this Agreement as the "**Approved Title Exceptions.**"

(b) Buyer's Investigations. Buyer is satisfied with Buyer's investigations and inspections with respect to the Property and this transaction. In that regard, for a period commencing on the Opening Date and ending at 5:00 p.m. (local Arizona time) on the twentieth (20th) Business Day following the Opening Date (the "**Due Diligence Period**"), Buyer will have the absolute right to terminate this Agreement for any reason whatsoever, in Buyer's sole and absolute discretion. However, until Buyer terminates, Buyer will proceed in good faith with Buyer's preliminary investigatory steps with respect to this transaction. Unless Buyer gives written notice of termination prior to the expiration of the above-described time period, then Buyer will be deemed to have elected not to terminate and to have waived its right to terminate pursuant to this provision.

(c) Contingent Property Closing. The conditions to closing Escrow No. 22002142 with respect to the CCP #2 Property shall be satisfied pursuant to the terms of the CCP #2 Agreement and the closing of Escrow No. 22002142 and conveyance of the CCP #2 Property to Buyer shall occur simultaneously with the closing of the transaction contemplated by this Agreement, unless such closing has not occurred due to a Buyer default under the CCP #2 Agreement.

(d) Escrow Agent Prepared to Close and Issue Title Policy. Escrow Agent is prepared to close the transactions contemplated by this Agreement and Title Insurer is unconditionally prepared to issue the Title Policy in the form required by this Agreement.

(e) Full Compliance. Seller has fully performed all of its obligations under this Agreement to be performed by Seller on or before Closing.

If any of the foregoing conditions is not fulfilled on or before the date by which such contingency is to have been satisfied and such condition has not otherwise been waived by Buyer in writing, Buyer may, in addition to any right or remedy otherwise available to Buyer, by written notice to Seller given on or before the date specified or, prior to Closing, if an earlier date is not specified, terminate this Agreement. Upon such termination, Buyer shall be entitled to a return of the Earnest Money Deposit less the Non-Refundable Earnest Money, which shall be paid to Seller. Notwithstanding the foregoing, if Buyer's termination is due to a Seller default, Buyer shall be entitled to its remedies under **Section 11.2**.

5.2 Conditions to Seller's Obligation to Close. Seller's obligation to close this transaction is subject to the satisfaction of the following conditions on and as of the Closing, unless an earlier date is specified:

(a) Contingent Property Closing. The conditions to closing Escrow No. 22002142 with respect to the CCP #2 Property shall be satisfied pursuant to the terms of the CCP #2 Agreement and the closing of Escrow No. 22002142 and conveyance of the CCP #2 Property shall occur simultaneously with the transaction contemplated by this Agreement, unless such closing has not occurred due to a Seller default under the CCP #2 Agreement.

(b) Escrow Agent Prepared to Close and Issue Title Policy. Escrow Agent shall be prepared to close the transactions contemplated by this Agreement.

(c) Full Compliance. Buyer has fully performed all of its obligations under this Agreement to be performed by Buyer on or before Closing.

If any of the foregoing conditions is not fulfilled on or before the date by which such contingency is to have been satisfied and such condition has not otherwise been waived by Seller in writing, Seller may, in addition to any right or remedy otherwise available to Seller, by written notice to Buyer, terminate this Agreement. Upon such termination, Seller shall be entitled to receive the Earnest Money Deposit.

## **ARTICLE 6 CLOSING**

6.1 Time of Closing. The Closing of this transaction and escrow (referred to in this Agreement as the "**Closing**") shall occur on or before November 16, 2015 (the actual date of Closing being the "**Closing Date**"), in the offices of Escrow Agent.

6.2 Closing Statements. Prior to Closing, Escrow Agent will prepare a consolidated closing settlement statement for Seller and Buyer, reflecting the various charges, prorations and credits applicable to each party, as provided in this Agreement, and provide each party with a copy of the closing settlement statement. Prior to Closing, each party shall have the right to review and approve the closing settlement statement to insure that such settlement statement



conforms to the terms of this Agreement. The settlement statement, as approved by each party, is referred to in this Agreement as the “**Closing Settlement Statement**”.

6.3 Seller’s Closing Documents. On or before the Closing, Seller shall deposit into escrow the following documents for delivery to Buyer at the Closing, each of which shall have been duly executed and, where appropriate, acknowledged:

(a) A special warranty deed (the “**Deed**”) in the form attached hereto as **Exhibit B** conveying the Property to Buyer, subject to current taxes and assessments, reservations in patents, all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record and all matters which an accurate survey of the Property or a physical inspection of the Property would disclose. Water rights, if any, shall be excluded from the coverage of the Deed warranties and shall be transferred by quitclaim only;

(b) An affidavit of value as required by law;

(c) A certification to Buyer and Escrow Agent, signed and acknowledged by Seller under penalties of perjury, certifying that Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of Section 1445 and 7701 of the Code and the related Treasury Regulations;

(d) Evidence of termination of the Lease on or before Closing;

(e) Any water rights conveyance and notification documents required by the Arizona Department of Water Resources; and

(f) Such other documents as may be necessary or appropriate to transfer and convey all of the Property to Buyer and to otherwise consummate this transaction in accordance with the terms of this Agreement.

6.4 Buyer’s Closing Documents. On or before the Closing, Buyer shall deposit into escrow the following documents for delivery to Seller at the Closing, each of which shall have been duly executed and, where appropriate, acknowledged:

(a) An affidavit of value as required by law; and

(b) Such other documents as may be necessary or appropriate to consummate this transaction in accordance with the terms of this Agreement.

6.5 Title Policy. Promptly following the Closing, Seller shall provide Buyer with an ALTA extended owner’s policy of title insurance issued by Fidelity National Title Insurance Company (the “**Title Insurer**”) in the full amount of the Purchase Price, effective as of the Closing, insuring Buyer that fee simple title to the Property is vested in Buyer, subject only to the usual printed exceptions and exclusions contained in such title insurance policies and to the Approved Title Exceptions. At Closing, Seller shall pay the portion of the premium for the extended coverage owner’s policy equal to the premium for a standard owner’s title insurance

policy in the amount of the Purchase Price. Buyer shall pay the difference between the premium for the extended coverage policy and the premium for a standard coverage policy. Buyer shall pay the cost of any special endorsements to the title policy requested by Buyer. In no event shall the Closing be conditional upon or extended because of Buyer's election to obtain such special endorsements.

6.6 Closing Costs and Prorations.

(a) Escrow Charges. Upon the Closing, Seller and Buyer each agree to pay one-half of the escrow charges.

(b) Recording and Filing Fees. Fees for recording the Deed will be paid by Seller. All other recording fees, if any, will be paid by Buyer. Buyer shall file and pay any fees payable to the Arizona Department of Water Resources related to filing water rights conveyance and notification documents.

(c) Prorations. Any real property taxes and assessments applicable to the Property shall be prorated as of the Closing on the Closing Settlement Statement such that Seller is responsible for taxes and assessments accruing during 2015 prior to the Closing Date and Buyer is responsible for taxes and assessments accruing, if applicable, from and after the Closing Date. Seller shall be responsible for payment of all real property tax and assessment statements, if applicable, due prior to Closing and Buyer shall be responsible for payment of all real property tax and assessment statements due following Closing. If the tax statement for 2015 is subsequently reduced after Closing, Buyer shall be obligated to reimburse Seller for the pro rata share of the reduction applicable to the period prior to Closing. Buyer hereby authorizes Seller, at no cost or other liability to Buyer, to pursue any action deemed appropriate or necessary by Seller in its sole discretion related to seeking a reduction of the 2015 tax bill. The provisions of this **Section 6.6(c)** shall survive the Closing.

(d) Miscellaneous Closing Costs. Any other closing costs not provided for above or elsewhere in this Agreement shall be paid by Buyer and Seller according to the usual and customary practice in Maricopa County, Arizona.

(e) Method of Payment. All closing costs and commissions payable by Seller shall be deducted from Seller's proceeds at the Closing. On or before the Closing, Buyer shall deposit with Escrow Agent cash in an amount sufficient to pay all closing costs payable by Buyer.

6.7 Payments and Disbursements to Be Handled through the Escrow. The various charges, credits and prorations contemplated by this Agreement will be handled by Escrow Agent through the escrow by appropriate charges and credits to Buyer and Seller and will be reflected in the Closing Settlement Statement. All amounts payable pursuant to this Agreement will be paid to Escrow Agent for disposition through the escrow. Escrow Agent is authorized to make all disbursements to the parties and to third parties contemplated by this Agreement from funds deposited for those purposes, as necessary or appropriate to close this transaction and as

set forth in the Closing Settlement Statement. Escrow Agent shall also record the Deed in the Maricopa County Recorder's records on the Closing date.

## **ARTICLE 7 POST-CLOSING RIGHTS, OBLIGATIONS & RESTRICTIONS**

7.1 Restriction on Future Transfer. The parties acknowledge that the purchase and sale of the Property and the CCP #2 Property as contemplated by this Agreement and the CCP #2 Agreement is being made under threat or imminence of condemnation due to Buyer's requirement for use of the Property for municipal purposes. Buyer acknowledges that its requirement for use of the property is a material inducement and component of Seller's willingness to sell the Property to Buyer on the terms set forth in this Agreement. Buyer also acknowledges that Seller is relying on Buyer's representations and would not necessarily sell the Property to Buyer but for the use of the Property for municipal purposes and the threat or imminence of condemnation of the Property. In consideration of the foregoing, Buyer hereby agrees that if Buyer or any entity wholly owned by Buyer sells, conveys or transfers (a "**Transfer**") any portion of the Property (the "**Subject Property**") to any third party other than an entity wholly owned by Buyer at any time within two (2) years after the Closing (the "**Holding Period**"), Seller shall be entitled to a 50% share of any Profit (as defined herein) obtained or received directly or indirectly by Buyer or any entity wholly owned by Buyer as a result of the Transfer of the Subject Property. For purposes of this Section 7.1 "Profit" shall mean any amount which exceeds the pro rata Purchase Price allocated to the Subject Property, and such amount shall be calculated by determining the square footage of the Subject Property conveyed or transferred divided by the total square footage of the Property. Buyer shall pay Seller any amount due pursuant to this Section 7.1 within five (5) Business Days following such Transfer. The provisions of this **Section 7.1** shall survive the Closing and be subject to Section 12.14. Notwithstanding anything in this Agreement to the contrary, Buyer's obligation to pay any amount due pursuant to this Section 7.1 shall remain a personal obligation of Buyer regardless of whether such Profit is received directly or indirectly by Buyer.

## **ARTICLE 8 REPRESENTATIONS AND WARRANTIES**

### 8.1 Seller's Representations.

(a) Nature of Seller's Representations. Each of the representations and warranties of Seller contained in this **Section 8.1** constitutes a material part of the consideration to Buyer and Buyer is relying on the correctness and completeness of these representations and warranties in entering into this transaction. Each of the representations and warranties is true and accurate as of the date of execution of this Agreement by Seller, will be true and accurate as of the Closing and shall survive the Closing, for a period of six (6) months.

(b) Representations and Warranties as to Seller and the Transaction. Seller represents and warrants to Buyer as follows:

(i) Organizational Status. Seller is a limited liability company duly organized and validly existing under the laws of the State of Arizona, is qualified to do business in the State of Arizona, and has full power and authority to enter into and to perform its obligations under this Agreement. The persons executing this Agreement on behalf of Seller have full power and authority to do so and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated by this Agreement.

(ii) Entity Action. All entity action on the part of Seller which is required for the execution, delivery and performance by Seller of this Agreement and each of the documents and agreements to be delivered by Seller at the Closing has been duly and effectively taken.

(iii) Enforceable Nature of Agreement. This Agreement and each of the documents and agreements to be delivered by Seller at the Closing, constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

(c) Representations and Warranties Relating to the Property. Seller represents and warrants to Buyer that, except as disclosed in the Due Diligence Materials:

(i) Litigation. No litigation has been served on Seller and is pending with respect to any matter affecting the Property nor, to Seller's current actual knowledge, is any proposed, threatened or anticipated with respect to the Property.

(ii) Environmental Matters. To the actual knowledge of Seller: The Property is free from hazardous substances, pollutants or contaminants and is not now in violation of any Environmental Law as herein defined. Seller has not caused or allowed the use, generation, manufacture, production, treatment, storage, release, discharge, or disposal of any hazardous substances, pollutant or contaminant on, under, or about the Property, and has not undertaken, caused or allowed the operation or conduct of any activity, including the transportation to or from the Property of any hazardous substance, pollutant or contaminant except for the past use of agricultural chemicals in connection with Seller's prior farming and/or dairy operations and the operation and maintenance of an above-ground petroleum storage tank on the Property. Seller has received no warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are or have been in violation of any Environmental Law, or informing Seller that the Property is subject to investigation or inquiry regarding the presence of hazardous substances, pollutants or contaminants on or about the Property.

As used in this Agreement: (1) "**Environmental Law**" means any federal, state or local law, statute, ordinance, or regulation pertaining to health, welfare, industrial hygiene, or environmental conditions, including, without limitation, the

Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 42 U.S.C. Sections 9601, *et seq.*, as amended; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, *et seq.*, as amended; the Toxic Substances Control Act of 1976, 15 U.S.C. Sections 2601, *et seq.*, as amended; the Clean Water Act 33 U.S.C. Section 1251, *et seq.*, as amended; the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*, as amended; and the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 *et seq.*, as amended; and (2) “**hazardous substance**,” “pollutant” and “contaminant” shall have the same meaning as those terms have in CERCLA but may also include petroleum products and any element, compound, mixture, solution, material, waste, substance, pollutant, or contaminant which may or could pose a risk of injury or threat to human health, welfare or the environment.

(iii) Seller’s Knowledge. For purposes of this Agreement, the term “**actual knowledge**” of Seller shall mean and be limited to the actual (as distinguished from an implied, imputed or constructive) knowledge of Carolyn Pendergast and Bonnie Pendergast, Managers of Seller, and without any attribution of knowledge to any such individuals of facts or information otherwise within the personal knowledge of any other persons, and without investigation or inquiry or the duty to independently investigate.

## 8.2 Buyer’s Representations.

(a) Nature of Buyer’s Representations. Each of the representations and warranties of Buyer contained in this **Section 8.2** constitutes a material part of the consideration to Seller and Seller is relying on the correctness and completeness of these representations and warranties in entering into this transaction. Each of the representations and warranties is true and accurate as of the date of execution of this Agreement by Buyer, will be true and accurate as of the Closing, and shall survive the Closing, for a period of six (6) months.

(b) Representations and Warranties as to Buyer and the Transaction. Buyer represents and warrants to Seller as follows:

(i) Organizational Status. Buyer is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Arizona, and has full power and authority to enter into and to perform its obligations under this Agreement. The persons executing this Agreement on behalf of Buyer have full power and authority to do so and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated by this Agreement.

(ii) Entity Action. All entity action on the part of Buyer and its constituents which is required for the execution, delivery and performance by Buyer of this Agreement and each of the documents and agreements to be delivered by Buyer at the Closing has been duly and effectively taken.

(iii) Enforceable Nature of Agreement. This Agreement and each of the documents and agreements to be delivered by Buyer at the Closing, constitute legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms.

8.3 Release; As Is Nature of Transaction. Except for Seller's express warranties and representations set forth elsewhere in this Agreement or in any closing documents delivered by Seller:

(a) Release & Waiver. Buyer hereby releases Seller and Seller's Related Parties from any all responsibility and liability under any Environmental Law regarding the Property and expressly waives any and all objections to, complaints about, or Claims regarding the Property and its physical characteristics and existing conditions, including, without limitation, objections to, complaints about, or Claims regarding the development potential of the Property; the condition, valuation or utility of the Property, or its suitability for any purpose whatsoever; title and survey matters with respect to the Property; and any responsibility or liability with respect to subsurface soil and water conditions, solid and hazardous waste, hazardous substance, pollutant or contaminant as herein defined under or adjacent to the Property. Buyer further assumes the risk of changes in Environmental Law relating to past, present and future environmental conditions on the Property and, except as arising from the express warranties and representations of Seller, the risk that adverse physical characteristics and conditions, including, without limitation, the presence of hazardous substances, pollutants or contaminants, may not have been revealed by its investigations.

(b) AS IS. Buyer has not relied on any warranties, promises, understandings or representations, express or implied, oral or written, of Seller or any of Seller's Related Parties, relating to the Property or any other aspect of the transactions contemplated by this Agreement and that Buyer is acquiring the Property in its present condition and state of repair, "AS IS" and "WHERE IS", with all defects and liabilities, latent or apparent. No later than expiration of the Due Diligence Period, Buyer will have inspected and investigated all aspects of the Property as Buyer deems necessary or appropriate to Buyer's complete satisfaction and will have observed the physical characteristics and existing conditions of the Property, the operations on the Property and on adjacent areas.

(c) Information Provided by Seller. Buyer acknowledges that any information of any type which Buyer has received or may receive from Seller or Seller's agents is furnished on the express condition that Buyer shall make an independent verification of the accuracy of such information, all such information being furnished without any representation or warranty whatsoever.

(d) Acknowledgments. Buyer agrees that the matters waived and released pursuant to this **Section 8.3** are not limited to matters which are known or disclosed. In this connection, Buyer acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, controversies, damages, costs, losses or expenses which are presently unknown, unanticipated and unsuspected, and Buyer further acknowledges that the waiver and release contained in

this Section has been negotiated and agreed upon in light of the foregoing. Buyer expressly waives any provision of statutory or decisional law to the effect that a general release does not extend to claims which the releasing party does not know or suspect to exist in such party's favor at the time of executing the release, which, if known by such party, would have materially affected such party's settlement with the released parties. The provisions of this **Section 8.3** shall survive the Closing.

## **ARTICLE 9 ADDITIONAL COVENANTS**

9.1 Possession; Risk of Loss. Possession of the Property shall be delivered to Buyer upon the Closing. In the case of loss or damage to the Property prior to the Closing, Buyer shall proceed with the Closing without abatement to the Purchase Price.

## **ARTICLE 10 BROKERAGE**

10.1 Brokerage. Seller and Buyer warrant that neither party has dealt with any broker in connection with this transaction other than Nate Nathan of Nathan & Associates, Inc. (the "**Broker**"). If, but only if this transaction closes, Seller agrees to pay a brokerage fee or commission arising in connection with this Agreement pursuant to a separate written agreement between Broker and Seller. If any other person shall assert a claim to a finder's fee, brokerage commission or other compensation on account of alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the party under whom the finder or broker is claiming shall indemnify, defend, and hold harmless the other party and such party's Related Parties for, from and against any and all Claims in connection with such claim or any action or proceeding brought on such claim. The provisions of this **Section 10.1** shall survive the Closing and be subject to **Section 12.14**.

## **ARTICLE 11 DEFAULTS AND REMEDIES**

11.1 Defaults by Buyer.

(a) Buyer's Default. The occurrence of any of the following will constitute a default by Buyer under this Agreement:

(i) If Buyer fails to deposit the Earnest Money Deposit required by this Agreement or, by the time set for the Closing, Buyer has failed to pay the balance of the Purchase Price into escrow, to deposit into escrow the documents and other items to be deposited by Buyer in escrow by the time set for Closing, or to perform any other obligation of Buyer to be performed by the time set for Closing (all such obligations being referred to collectively as the "**Buyer Closing Obligations**");

(ii) If Buyer makes an unauthorized assignment of this Agreement; or

(iii) If Buyer fails to observe or perform any of the other covenants or agreements contained in this Agreement or the CCP #2 Agreement to be observed or performed by Buyer.

(b) Seller's Remedies.

(i) If Buyer is in default with respect to the Buyer Closing Obligations, Seller may terminate this Agreement and the escrow, such termination to be effective immediately upon Seller giving written notice of termination to Buyer and Escrow Agent. Upon such termination, Seller shall be entitled to receive the full amount of the Earnest Money Deposit.

(ii) If Buyer is in default with respect to any of its obligations under this Agreement, other than the Buyer Closing Obligations, including any indemnity obligation, or if Seller elects not to terminate this Agreement in the event of a Buyer default with respect to the Buyer Closing Obligations, Seller shall have all rights and remedies at law or in equity in connection with such Buyer default, however, in no event shall Seller be entitled to incidental or consequential damages.

11.2 Default by Seller.

(a) Seller's Default. The occurrence of any of the following will constitute a default by Seller under this Agreement:

(i) If, by the time set for the Closing, Seller has failed to deposit into escrow the documents and other items to be deposited by Seller in escrow by the time set for Closing, or to perform any other obligation of Seller to be performed by the time set for Closing (all such obligations being referred to collectively as the "**Seller Closing Obligations**"); or

(ii) If Seller fails to observe or perform any of the other covenants or agreements contained in this Agreement or the CCP #2 Agreement to be observed or performed by Seller.

(b) Buyer's Remedies.

(i) If Seller is in default with respect to the Seller Closing Obligations, Buyer may, by written notice to Seller and Escrow Agent, (i) terminate this Agreement effective as of the date Buyer gives the notice to Seller and Escrow Agent electing to exercise such termination right and receive the full amount of the Earnest Money Deposit, and (ii) pursue condemnation of the Property in the Superior Court of the State of Arizona in and for the County of Maricopa; provided that, if prior to such condemnation notice being given, Seller otherwise cures the default, Buyer and Seller shall proceed to close the transaction within five (5) days following such cure.



(ii) If Seller is in default with respect to any of its obligations under this Agreement, other than the Seller Closing Obligations, including any indemnity obligation, Buyer shall have all rights and remedies at law or in equity in connection with such Seller default, however, in no event shall Buyer be entitled to incidental or consequential damages.

## **ARTICLE 12 GENERAL PROVISIONS**

12.1 Certain Definitions. As used in this Agreement, certain capitalized terms are defined as follows:

(a) “**Business Day**” means any calendar day except a Saturday, Sunday or day when government offices of the State of Arizona or Maricopa County or the offices of Escrow Agent are closed for business.

(b) “**Claims**” means any and all obligations, debts, covenants, conditions, representations, costs, and liabilities and any and all demands, causes of action, and claims, of every type, kind, nature or character, direct or indirect, known or unknown, absolute or contingent, determined or speculative, at law, in equity or otherwise, including attorneys’ fees and litigation and court costs.

(c) “**Related Parties**” means, with respect to any person or entity, the officers, directors, shareholders, partners, members, employees, agents, attorneys, successors, personal representatives, heirs, executors, or assigns of any such person or entity.

12.2 Assignment. Buyer shall not assign or otherwise transfer any of its rights under this Agreement under any circumstance without the prior written consent of Seller which may be given or withheld in Seller’s sole discretion. Any such assignment or transfer without Seller’s consent shall be absolutely null and void and shall constitute a default by Buyer under this Agreement.

12.3 Binding Effect. Except as limited by the provisions of **Section 12.2**, the provisions of this Agreement are binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

12.4 Attorneys’ Fees. If either party brings any action or proceeding arising out of or in connection with this Agreement, the prevailing party shall be entitled to collect its reasonable attorneys’ fees and its court costs, including, but not limited to, attorneys’ fees on appeal and attorneys’ fees incurred in any post-judgment proceedings to collect or enforce the judgment. The provisions of this **Section 12.4** shall survive the Closing and be subject to **Section 12.14**.

12.5 Waivers. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver. Either party may waive any provision of

this Agreement intended for its benefit; *provided, however*, such waiver shall in no way excuse the other party from the performance of any of its other obligations under this Agreement.

12.6 Notices. All notices shall be in writing and shall be made by hand delivery, express delivery service, freight prepaid, or by certified mail, postage prepaid, return receipt requested. Notices will be delivered or addressed to Seller and Buyer and their respective attorneys at the addresses or e-mail addresses set forth on the first page of this Agreement or at such other address or number as a party may designate to the other party in writing. Any such notice shall be deemed to be given and received and shall be effective (a) on the date on which the notice is delivered, if notice is given by hand delivery; (b) on the date of actual receipt, if the notice is sent by express delivery service; and (c) on the date on which it is received or rejected as reflected by a receipt if given by United States mail, addressed and sent as aforesaid.

12.7 Further Documentation. Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

12.8 Counterparts. This Agreement may be executed in counterparts (and by different parties to this Agreement in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by electronic means or by telecopy to the other party shall be effective as delivery of a manually executed counterpart of this Agreement.

12.9 Survival. The following obligations of the parties will survive the Closing or termination of this Agreement, whether contained in this Agreement or in any agreement, instrument, or other document given by a party in connection with the transactions contemplated by this Agreement:

- (a) Indemnification Obligations. All indemnity obligations of the parties;
- (b) Warranties. Any and all warranties or representations of the parties; and
- (c) Other Obligations. Any other obligation with respect to which it is expressly provided that it will survive the Closing or termination of this Agreement or which by its terms requires performance by the party after the Closing.

12.10 Construction. Unless the context of this Agreement clearly requires otherwise or unless otherwise expressly stated in this Agreement, this Agreement shall be construed in accordance with the following:

- (a) Use of Certain Words. References to the plural include the singular and to the singular include the plural and references to any gender include any other gender. The part includes the whole; the terms “include” and “including” are not limiting; and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

(b) References. References in this Agreement to “Articles,” “Sections,” or Exhibits are to the Articles and Sections of this Agreement and the Exhibits to this Agreement. Any reference to this Agreement includes any and all amendments, extensions, modifications, renewals, or supplements to this Agreement. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

(c) Construing the Agreement. All parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any party to this Agreement based upon authorship or any other factor but shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties to this Agreement.

(d) Partial Invalidity. If any portion of this Agreement is determined to be unconstitutional, unenforceable or invalid, such portion of this Agreement shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute the entire Agreement.

(e) Governing Law. This Agreement shall be construed according to the laws of the State of Arizona, without giving effect to its conflict of laws principles.

(f) Time of Essence; Time Periods. Time is of the essence of this Agreement. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at five o’clock p.m. (local Phoenix time) on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a day other than a Business Day, the time for performance or taking such action shall be extended to the next succeeding Business Day.

(g) Entire Agreement. This Agreement, which includes **Exhibits A** and **B** constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by Buyer and Seller.

12.11 Termination of the CCP #2 Agreement. Notwithstanding any provision of this Agreement to the contrary, if the CCP #2 Agreement is terminated by either Seller or Buyer for any reason, this Agreement will automatically be terminated as of the effective date of the termination of the CCP #2 Agreement.

12.12 Tax Deferred Exchange. If Seller desires to effectuate a tax-deferred exchange under Section 1031 or Section 1033 of the Code, Buyer agrees to fully cooperate in the structure and documentation of the transaction in order to facilitate such exchange at no cost or other liability to Buyer and with no obligation to acquire title to any property other than the Property;

provided, however, there shall be no resulting delay in the Closing. The provisions of this **Section 12.12** will survive the Closing.

12.13 Cancellation. Notice is hereby given that the provisions of Ariz. Rev. Stat. § 38-511 are applicable to this Agreement and are hereby incorporated herein as though set forth in its entirety.

12.14 Budget Law. This Agreement is subject in all respects to the provisions of Ariz. Const. Art. IX § 5, Ariz. Rev. Stat. 42-17106, and applicable Arizona common law.

12.15 Disclosure. Notwithstanding anything to the contrary contained in this Agreement, either party may disclose this Agreement to any board, official, officer, party or person as such party or its counsel may determine is necessary, including entry into any public record and disclosure at any public meeting or hearing.

[SIGNATURES ON FOLLOWING PAGE]

**EXECUTED** as of the date written on the first page of this Agreement.

**SELLER:**

CCP INVESTMENTS #3, LLC,  
an Arizona limited liability company

By: \_\_\_\_\_  
Name: Bonnie Pendergast  
Its: General Manager

By: \_\_\_\_\_  
Name: Carolyn Pendergast  
Its: General Manager

**BUYER:**

CITY OF GLENDALE, ARIZONA,  
an Arizona municipal corporation

ATTEST:

\_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
Its: CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
GLENDALE CITY ATTORNEY

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

**EXHIBIT B**  
**FORM OF SPECIAL WARRANTY DEED**

When recorded, return to:  
THE CITY OF GLENDALE, ARIZONA,  
5850 West Glendale Avenue  
Glendale, Arizona 85301  
Attention: City Clerk

**SPECIAL WARRANTY DEED**  
**AND**  
**QUITCLAIM DEED**

For the consideration of Ten Dollars (\$10.00) and other valuable considerations, CCP INVESTMENTS #3, LLC, an Arizona limited liability company (“Grantor”), hereby conveys to THE CITY OF GLENDALE, ARIZONA, an Arizona municipal corporation (“Grantee”), the following real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto:

See Exhibit A attached hereto and incorporated herein by this reference (the “Property”).

EXCEPT, excluding water, water rights, applications for water rights and claims to or interests in water or applications for the same, which are appurtenant or in any way derived from the Property.

SUBJECT to all taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, and all matters which an accurate survey of the Property or a physical inspection of the Property would disclose.

And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters above set forth.

FURTHERMORE, Grantor hereby quitclaims to Grantee, without covenant or warranty of any kind whatsoever, any rights or claims to title to water, applications for water rights, and claims to or interests in water rights which are appurtenant or in any way applicable to or derived from the Property whether surface, underground, wells, springs, percolating, flood, vested, contingent, recorded, certificated, appropriated or otherwise.

DATED this \_\_\_\_ of \_\_\_\_\_, 2015.

**GRANTOR:**

CCP INVESTMENTS #3, LLC,  
an Arizona limited liability company

By: \_\_\_\_\_  
Name: Bonnie Pendergast  
Its: General Manager

By: \_\_\_\_\_  
Name: Carolyn Pendergast  
Its: General Manager

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Bonnie Pendergast, General Manager of CCP Investments #3, an Arizona limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Carolyn Pendergast, General Manager of CCP Investments #3, an Arizona limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_



**EXHIBIT A**

LEGAL DESCRIPTION OF THE PROPERTY

*[to be inserted]*